

SalesRabbit TERMS OF SERVICE

Last Revised: September 29th, 2017

1. ACCEPTANCE. By using the SalesRabbit.com website (the “**Site**”) or any of the services provided by SalesRabbit, Inc., a Delaware corporation (“**SalesRabbit**”, “**we**”, “**us**”, or “**our**”), including: the Site, the Web App (as defined below), the Applications (as defined below), and various related services, including the software related to the foregoing (collectively, the “**Services**”), you are agreeing to be bound by the following Terms of Service (the “**Terms of Service**”). If you do not wish to be bound by these Terms of Service, please exit the Site now and do not use any of the Services. Your agreement with us regarding compliance with these Terms of Service becomes effective immediately upon commencement of your use of any of the Services.

2. APPLICATION AND Web App.

a. *Applications.* The “**SalesRabbit Application**” shall mean the self-contained program and software provided by SalesRabbit which offers sales representatives access to the Services. Similarly, the “**Tech Rabbit Application**” shall mean the self-contained program and software provided by SalesRabbit which offers technicians access to the Services. The “**Applications**” shall mean both the SalesRabbit Application and the Tech Rabbit Application, and includes any newly-developed applications made available on the Site, and any upgrades, documentation, or other software which enables the use of the Applications.

b. *Software Requirements.* You are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications described in the documentation (the “**Software Requirements**”) to use the Applications or the Web App. SalesRabbit reserves the right to change the Software Requirements for the Applications or the Web App as it deems necessary in its sole discretion.

c. *SalesRabbit Web App.* SalesRabbit Web App (“Web App”) is a cloud-based solution accessible through any web browser. It provides a robust range of tools, including, but not limited to, training video portals, leader-boards, HR paperless management tools, lead management services, new customer agreements, sales materials, product guides, appointment management tools, turn-by-turn directions, installation agreements, performance reports and metrics, and a news portal. The Applications both integrate directly with the Web App and the Site.

d. *Updates and Changes.* In connection with providing the Services required under these Terms of Service, SalesRabbit may elect to update the Applications, the Site, the Web App, or any other Services at any time. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Services. You agree that SalesRabbit may automatically deliver such updates to you as part of the Services and you shall receive and install them as required. Any new features that augment or enhance the then-current Services

shall also be subject to these Terms of Service. We reserve the sole right to either modify or discontinue the Site or any of the Services or features that might be available at any time with or without notice to you. We will not be liable to you or any third party should we exercise such a right.

3. MODIFICATIONS. We expressly reserve the right to change these Terms of Service from time to time by posting changes to these Terms of Service and including a list of changes made within the last six (6) months. Any changes posted to the Terms of Service shall be immediately binding upon any new user and binding after thirty (30) days upon an pre-existing user. Such posting shall constitute notice to you. You agree that it is your responsibility to review these Terms of Service from time to time and to familiarize yourself with any modifications. Your continued use of this Site or any Services after such modifications will constitute acknowledgement of the modifications and agreement to abide and be bound by the revised Terms of Service. You can review the most current version of the Terms of Service at any time at: <http://www.salesrabbit.com/company-information-on-sales-rabbit/sign-up-for-sales-rabbit>. For questions about the Terms of Service please email contact@salesrabbit.com. Violation of any of the terms hereof may result in the suspension or termination of your account without a right to any refund.

4. ACCOUNT REQUIREMENTS. To create an account and register for any of the Services, you must be eighteen (18) years or older, provide your full legal name, a valid email address for you, a valid phone number for you, and any other information requested to complete the signup process (the "**Registration Data**"). The information we obtain through your use of the Services, including your Registration Data, is subject to our Privacy Policy (as defined below). If you are accessing the Services on behalf of a company or other entity, you represent and warrant that you are fully authorized to act on behalf of such company or entity and that your agreement to these Terms of Service shall be fully binding upon such company or entity. In that event, the terms "**you**," "**your**," and "**yours**" as used in this Agreement shall mean and refer to such company or entity.

5. ACCOUNT SECURITY. You are the sole authorized user of your account. You are solely and fully responsible for maintaining the confidentiality of your account information, including your account password. Therefore, you must take steps to ensure that others do not gain access to your password and account. You are also responsible for all activities that occur in connection with your account. If you suspect that any unauthorized party is using your account, you agree to notify us immediately. Also, you may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account. If you have sales representatives, employees, or other agents who will access the Services through your account, you are responsible to ensure that such individuals abide by these Terms of Service, and you agree to notify us immediately of any breach of these Terms of Service by any such individual.

6. TERM AND TERMINATION.

a. *Term.* By signing up for any of the plans (the “**Plans**”) set forth on <https://www.SalesRabbit.com/pricing/> (the “**Price and Plan Page**”), you agree to pay us the applicable fees, as set forth in Section 7, for an initial term of one (1) month (the “**Initial Term**”) or annual payment based on the plan that was selected. Notwithstanding the foregoing, these Terms of Service will remain in full force and effect anytime you use the Site, the Applications, the Web App, and/or any other of our Services.

b. *Automatic Renewal.* Unless you provide us email notice to billing@salesrabbit.com ten (10) days before the monthly billing date, currently the first day of each month (the “**Monthly Renewal Date**”), that you wish to cancel your Plan or access to the Services, your Plan subscription will automatically renew for another one (1) month term (the “**Additional Term(s)**”), if you selected an annual plan then you will have access to your account for time in which you paid.

c. *Adding Users.* During the Initial Term or any Additional Term(s), you may add users for the additional charges listed on the Site. Charges for additional users will accrue on the initial monthly anniversary that first precedes the date on which the additional user was added, so that all users on your account will renew and be charged simultaneously. The users will be prorated based on the date added, and the remainder of the month or annual agreement in which the user(s) were added.

d. *Company Termination.* You agree that we may, in our sole discretion, terminate or suspend your access to all or part(s) of the Services with notice and for any reason that we believe in good faith to be a breach of these Terms of Service. If SalesRabbit terminates or suspends your right to use the Services for any of these reasons, you will not be entitled to any refund of unused balance in your account. In addition to terminating or suspending your account, SalesRabbit reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. Furthermore, any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

e. *Effect of Termination.* Upon termination or suspension, regardless of the reasons therefore, your right to use the Services available on the Site, the Applications, and/or the Web App immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files on the Site, the Applications, and/or the Web App. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension. All provisions of this Agreement which by their nature would reasonably be anticipated to survive the expiration or termination of these Terms of Service shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of these Terms of Service.

7. PAYMENT FOR SERVICES.

a. *Fees.* By signing up for the Services, you agree to pay the fees disclosed on the Site (the “**Fees**”).

b. *General Payment Terms.* Payments for the Fees are on a pre-pay basis and are due immediately on the day you initially sign up for such Services, regardless of whether it is an initial sign-up or the addition of a new user (collectively, the “**Sign-Up Date**”). The Fees reoccur monthly or annually and shall be charged monthly or annually on the Monthly or Annual Renewal Date for the Term. After signing up, SalesRabbit will charge your credit card or initiate an ACH debit from your designated account to pay for the Fees. You hereby authorize us to charge your credit card or initiate an ACH debit from your designated account for such amounts. A valid credit card, debit card, or designated account must remain on file for the recurring Fees. SalesRabbit retains the right, in its sole discretion, to place a hold on any payment for a completed Service. SalesRabbit reserves the right to increase its Fees or institute new charges upon thirty (30) days’ notice to you.

c. *Refunds.* All fees connected with our Services are non-refundable.

8. DISRUPTION OF SERVICES AND SERVICE LEVEL AGREEMENT. You acknowledge and agree that from time to time Services may be inaccessible or inoperable due to equipment malfunctions, periodic maintenance procedures, repairs or upgrades which SalesRabbit may undertake from time to time, service malfunctions and causes beyond the reasonable control of SalesRabbit or which are not reasonably foreseeable by SalesRabbit, including, without limitation, interruption or failure of telecommunication or digital transmission links, including delays or failures due to your hardware, Internet service provider, hostile network attacks, network congestion or other failures. Notwithstanding the foregoing, if access to the Services falls below 98% of the total minutes in an applicable calendar month, due to a reason within our control (other than scheduled and pre-noticed outages), you will be entitled to a 50% refund for the applicable month, upon request. If such access falls below 94%, you will be entitled to a 100% refund for the applicable month, upon request.

9. THIRD PARTY INFORMATION OR CONTENT. Certain components or features of the Services may include materials from third parties and/or hyperlinks to other resources, websites, or content that is operated by companies that are not affiliated with SalesRabbit. You acknowledge and agree that SalesRabbit does not endorse or warrant the accuracy of any such sites or resources. You further acknowledge and agree that SalesRabbit (i) is not responsible for the availability of such sites or resources; (ii) shall in no way be liable or responsible for any content, advertising, products or materials on or available from such sites or resources; and (iii) shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such content, advertising, products or materials on or available from such sites or resources.

10. PRIVACY POLICY. Use of the Services allows us to gather information from and about you. This section explains how we treat “**Personal Information**” (information about you that is personally identifiable, like your name, address, email address, phone number, and age, that may or may not otherwise be publicly available) that we collect when you (i) visit the Site; (ii) complete the account registration process via the Site, (iii) use the Web App and/or Applications, or (iv) use any of the Services we offer.

a. *General.* We collect anonymous and Personal Information about you to provide you the most relevant information, products, programs and services that you request; to constantly improve the features, offerings and content that we provide through the Site, the Applications, and/or the Web App; to personalize the content and advertisements provided to you; to determine how you use and respond to the features, offerings and advertisements on the Site, the Applications, and/or the Web App; and to help offer you other products, programs or services that may interest you.

b. *Sharing with Third Parties.* We do not share or distribute any of your Personal Information with or to third parties, except those required to provide the Services, such as with our merchant partner to process your monthly payment, our hosting partner which stores your information, and the like.

c. *Anonymous Information.* Even if you do not provide us with any of your Personal Information, we may automatically track and collect other information when you visit the Site or use our Services, including without limitation the following: (i) IP address; (ii) domain server; (iii) type of computer; (iv) type of web browser; (v) any information made available when accessing the Site, the Applications, and/or the Web App; and (vi) any other information that your browser sends when you visit a website. We may also collect information about the websites that directed you to the Site after you clicked on a text or banner link from another website, or the day and time you visited the Site and/or Web App and how long you spent on the Site and/or Web App. We aggregate such information to help us compile reports as to trends and other behavior about users visiting and using the Site, the Applications, and/or the Web App; however such information is anonymous and cannot be tied directly to you.

d. *Cookies.* We may also use “cookies” and your Personal Information to enhance your experience on the Site, the Applications, and/or the Web App and to provide you with personalized offers. A cookie is a small data file placed on your device’s hard drive that contains information that allows us to track your activity on the Site, the Applications, and/or the Web App. The cookie itself does not contain any Personal Information; however, if you provide any Personal Information to us, the cookie may act as an identifier to tie your Personal Information to your IP address or device. You may choose to delete cookies from your device’s hard drive at any time or to disable cookies on your device. If you delete cookies that relate to the Site, the Applications, and/or the Web App, we may not be able to identify you upon your return to the Site, the Applications, and/or the Web App. Additionally, if you disable your device’s cookies, you may not be able to access certain features of the Services that require that cookies be

enabled. The cookies cannot be used to read data from your hard drive and cannot retrieve information from any other cookies created by other websites. Additionally, our cookies cannot be used as a virus, Trojan horse, worm, or any other malicious tool that could impair your use of your device. Our cookies are used to help us better understand how you and other users use the Services so we can continue to provide a better, more personalized user experience on the Site, the Applications, and/or the Web App.

11. INTELLECTUAL PROPERTY. SalesRabbit owns and retains all intellectual property, trade secret, trademark, and other proprietary rights in the Site, the Applications, and/or the Web App (the “Intellectual Property Rights”). The look and feel of the Services is copyrighted by SalesRabbit, Inc. All rights reserved. Other than as expressly provided herein, SalesRabbit makes no sale, transfer, or other conveyance of any of the Intellectual Property Rights. All goodwill that results from the use of the Services shall accrue solely to SalesRabbit. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from SalesRabbit. Users are prohibited from copying, downloading, using, redesigning, reconfiguring, or retransmitting anything from the Site, the Applications, and/or the Web App without our express prior written consent. While you retain all rights to your content that you upload, you grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such materials for any purpose regardless of the form or medium (now known or not currently known) in which it is used, including but not limited to display on the Site for the purpose of demonstrating how our Services can be used, enjoyed, or consumed.

12. LICENSE AND SITE USE. SalesRabbit grants you, subject to these Terms of Service, a limited, non-exclusive, non-sublicensable, non-transferable, worldwide license to access the Services for the purposes referenced on the Site. Your use of the Site and Services is subject to all applicable laws and regulations, and you are solely responsible to assure that your use of the Site and Services is in compliance therewith. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site, use of the Services, or access to the Services without the express written permission of SalesRabbit. The Site and Services may not be used in connection with promoting anything, which in our sole discretion is harmful, hateful, obscene, or unlawful. You must not use the Site or Services to transmit any worms, viruses, or any code of a destructive nature. You may access and use the Services for your direct business purposes only. The Services may not be used to provide consulting services to third parties, whether or not such parties are competitors to SalesRabbit. You shall not modify, translate, disassemble, create derivative works based on, reverse-assemble, reverse-compile, or otherwise reverse-engineer the software or any Services in whole or in part, or otherwise use, copy, reproduce, or distribute any materials obtained through the use of the Services.

13. CONFIDENTIALITY AND RETURN OF DATA. SalesRabbit acknowledges its responsibility to hold in confidence all of your Confidential Information. SalesRabbit shall not, without your express prior written consent, reveal or otherwise make available to any person or entity any of your Confidential Information. For purposes of this Agreement, “**Confidential Information**”

means all information that is disclosed by you to SalesRabbit in connection with these Terms of Service, including data, tools or methodologies, business information, trade secrets, or any other information designated by you as confidential, excluding information that: (i) is or becomes publicly known, through no fault of the receiving party; (ii) was known by the receiving party prior to disclosure hereunder; (iii) is disclosed to the receiving party by a third party with no violation of confidentiality to the disclosing party; or (iv) is developed by the receiving party independent of any use of information disclosed by the disclosing party.

The parties understand that you will input data into the Services (“**Your Data**”). Your Data belongs to you and nothing in any agreement between us provides us any right to the data, except as expressly provided herein. Upon termination of this Agreement for any reason, upon request, we will transmit Your Data to you in a format standard to the industry, provided that your request occurs within the thirty (30) days after termination. Thereafter, we may provide additional assistance to you at our then-current rates, but we shall have no obligation to do so.

14. DISCLAIMERS. THE SERVICES ARE PROVIDED ‘AS IS’ WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TIMELINESS OF DATA TRANSMISSION, ACCURACY OF DATA OR DATA SETS, OR UPTIME AVAILABILITY. SalesRabbit DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM ALL BUGS, ERRORS, OR OMISSIONS. SalesRabbit SPECIFICALLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OF ANY THIRD-PARTY DATA, AND YOU ACKNOWLEDGE THAT SUCH THIRD-PARTY DATA IS OUTSIDE OF SalesRabbit’S CONTROL. SalesRabbit DOES NOT WARRANT THAT THE SERVICES WILL ACCOMPLISH ANY OF YOUR SPECIFIC OBJECTIVES OR WILL OPERATE ERROR FREE. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES OF THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL THEIR ESSENTIAL PURPOSE. YOU FURTHER AGREE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, YOU WILL NOT HOLD SalesRabbit LIABLE FOR ANY FAILURE OF THE SERVICES. YOU AGREE THAT YOU WILL NOT HOLD SalesRabbit LIABLE FOR ANY THIRD-PARTY INFORMATION EVEN IF SUCH INFORMATION IS DISPLAYED ON, THROUGH, OR IN CONNECTION WITH THE SERVICES. YOU AGREE THAT SalesRabbit SHALL NOT BE RESPONSIBLE TO YOU FOR ANY DAMAGES CAUSED BY DATA PROVIDED BY THIRD PARTIES, DELAYS RESULTING FROM HARDWARE AND SYSTEMS OWNED AND CONTROLLED BY THIRD PARTIES (INCLUDING WITHOUT LIMITATION YOUR OWN DATA TRANSMISSION SPEEDS), DATA ENTRY ERRORS, USER ERRORS, OR ANY OTHER LIMITATIONS, ERRORS, OR DELAYS THAT ARISE DURING THE TERM OF THIS AGREEMENT THAT CANNOT BE PREVENTED OR MITIGATED BY SalesRabbit.

15. LIMITATION OF LIABILITY. You acknowledge and agree that in no event shall SalesRabbit be liable for any indirect, special, incidental, consequential (including, without limitation, lost profits, business interruption, or lost information), or other damages based in contract, tort or otherwise, arising out of your use of or inability to use the Applications, Web App, or Site, even if SalesRabbit has been advised of the possibility of such damages. You further acknowledge and agree that SalesRabbit is not liable to you for any damage or alteration to your equipment including, but not limited to, computer equipment, handheld device, or mobile telephones as a result of the installation or use of the Services.

16. INDEMNITY. You agree to defend, indemnify, and hold harmless SalesRabbit, its affiliates, employees, officers, agents, managers, members and successors, and assigns from all damages and liability such persons may incur including, without limitation, reasonable attorneys' fees, arising from or as a result of (i) you, or your sales representative's, employee's, agent's, or a third party's use of the Services under these Terms and Services, or (ii) any violation of law by you, your employees, or agents. This obligation shall survive the termination or expiration of these Terms of Service and/or your use of the Services. SalesRabbit agrees to defend, indemnify, and hold you harmless from all damages and liability you may incur, including, without limitation, reasonable attorneys' fees, arising directly from or directly as a result of our (a) gross negligence, (b) intentional misconduct, or (c) violation of applicable law. In the event of any claim concerning the intellectual property rights of a third party that would prevent or limit the Company's use of the Services, Contractor will, at its sole option, take one of the following actions at its sole expense:

- (i) procure for you the right to continue use of the Services or infringing part thereof;
- (ii) modify or amend the Services or infringing part thereof, or replace the Services or infringing part thereof with a product having substantially the same or better capabilities; or
- (iii) Terminate the Agreement and the Services and refund any Fees paid by you for Services that you will be unable to use because of the infringement.

Notwithstanding the foregoing, our obligations pursuant to this Section shall not apply to any claims of infringement that arise, in whole or in part, because of changes made to the Services by you or any use of the Services not permitted by this Agreement. Our obligations pursuant to this Section are contingent upon you providing prompt notice (in no case more than ten days after receipt of a claim) to us of a claim under this provision. You agree that you will not make any admissions or settle any claim under this Section without our prior written consent.

17. SERVICE PROVIDER. You acknowledge that the terms of any agreement with your respective mobile network provider ("**Mobile Provider**") will continue to apply when using the Applications. Consequently, you may be charged by your Mobile Provider, or any applicable third parties, for access to its/their network connection services while you are accessing the Applications. You accept responsibility for any such charges that arise.

18. GENERAL PROVISIONS.

- a. *Entire Agreement; Amendment.* These Terms of Service constitute the entire agreement between you and SalesRabbit with respect to the subject matter hereof, and replaces, amends and supersedes any prior agreements between you and SalesRabbit pertaining to the subject matter hereof. It may only be amended as provided above in this Agreement or by written agreement signed by both parties hereto.
- b. *Governing Law.* These Terms of Service will be governed and construed under the laws of the State of Utah without regard to conflict of laws. You agree to submit to the exclusive personal jurisdiction of the state and federal courts located within the State of Utah.
- c. *Waiver/Severability.* The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder. If any provision of these Terms of Service is determined to be invalid or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of these Terms of Service shall remain enforceable.
- d. *Force Majeure.* Other than for the payment of Fees, if the performance of any part of these Terms of Service is prevented, hindered, delayed or otherwise made impracticable by reason of any cause or event not within the reasonable control of such party and without its fault or negligence, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.
- e. *Headings.* The headings contained in these Terms of Service are for reference purposes only and do not affect in any way the meaning or interpretation of these Terms of Service.
- f. *Attorneys' fees.* If any dispute arises under this Agreement, the prevailing party in any litigation will be entitled to recover its reasonable attorneys' fees and court costs from the other party.

19. LIST OF CHANGES.

All changes were made on September 29, 2017

- a. "Dashboard" was renamed "Web App".
- b. *Email notices address has changed from Contact@SalesRabbit.com to Billing@SalesRabbit.com*
- c. *6 a-b, 7b, We added language for annual term in addition to monthly term.*
- d. *6 c, We added details about how we prorate billing for users.*
- e. *7 a, We removed fees for new accounts using e-contract, but historical e-contract users fees will remain until further notice.*

