



## CLOUD – TERMS OF USE

These Terms of Use (the “Terms”) apply to the cloud-based Service (defined below) owned and operated by frevvo Inc., a Delaware corporation with offices at 500 East Main St, Branford, CT 06405 (“frevvo” or “FREVVO”). By using the Service (defined below), you agree to be bound by these Terms in their entirety.

### 1. DEFINITIONS

- a. “Service” means the hosted “app.frevvo.com” service, owned and operated by FREVVO.
- b. “SSO” means any Software and Services Order document signed by the parties, including any other document referenced or incorporated therein.
- c. “Agreement” means these Terms of Use and any accompanying SSO.
- d. “Customer”, “you” and “yours” refers to the individual or entity named in the SSO that has ordered the Service from frevvo or an authorized distributor by executing an Agreement.
- e. “End User” shall mean any individuals authorized by you or on your behalf to use the Service.
- f. “Customer Data” or “your data” refers to the data & content provided by you or submitted by third parties to you via the Service that resides in the Service.
- g. “Effective Date” and “Expiration Date” are the starting and ending dates for your access to the Service as specified in your SSO.
- h. “Territory” means all countries in the world except (i) countries to which export or re-export of any Software, or the direct export of any Software is prohibited by United States law and (ii) countries that may be hereafter excluded pursuant to the terms of this Agreement.

### 2. Account and Scope of Service:

You acquire the right to use the Service by setting up an account. To set up an account:

- a. You certify that you are 13 years or older and legally entitled to enter into the Agreement in your country of origin.
- b. You will be required to provide a valid email address, a user name, password and other information required by the registration process. Personally identifiable information provided by you shall be subject to our [Privacy Policy](#).
- c. You are solely responsible for your account and for any actions carried out using your account and for compliance with all applicable laws in your jurisdiction, including but not limited to those governing the protection of intellectual property, data privacy, and copyright laws. In this regard, you agree to indemnify



and hold harmless frevvo from any and all claims, demands or damages that might result from any actions carried out using your account.

- d. It is your responsibility to maintain the security and confidentiality of all user names and passwords at all times. frevvo cannot and will not be liable for any damages resulting from a failure to comply with this obligation.
  - e. You agree to notify frevvo immediately of any unauthorized use of your account or should you have reason to assume or believe that your account has been compromised. In such cases, frevvo reserves the right to deny access to your account until the matter has been resolved. frevvo also reserves the right to require a password change and deny access to an account should there be reasonable grounds to assume said account is being used by an unauthorized person or persons.
  - f. The Service is available in multiple forms (referred to as "Service Plans"). Each Service Plan offers a different set of services and may be charged at a different rate.
  - g. During the term of this Agreement, and subject to the Terms of Use, frevvo will use commercially reasonable efforts to provide the Service to Customer consistent with your Service Plan.
3. Prices, Upgrading and Downgrading
- a. All prices are exclusive of all taxes, duties and other charges. You agree to be responsible for any such taxes that might be applicable to your use of the Service and payments made by you herein.
  - b. You can change to a different Service Plan at any time subject to the provisions in your SSO. It should, however, be noted that **ANY DOWNGRADE OF YOUR SERVICE PLAN MAY LEAD TO A LOSS OF DATA, FUNCTIONALITY OR STORAGE CAPACITY. frevvo CANNOT BE LIABLE FOR SUCH LOSS.**
4. What is not permitted
- a. You may not duplicate, resell or exploit the Service or any part thereof without the express written consent of frevvo.
  - b. You agree not to use your account for the following purposes:
    - i. Upload, post, email or otherwise make available any content that is illegal, extremist, racist, threatening, or pornographic in nature or any other nature that may violate the privacy, legal or statutory rights of any other individual or group.
    - ii. Transmitting worms, viruses or other malicious content.
    - iii. Decompiling, disassembling or otherwise reverse engineering any of the software that is used to provide the Service.
    - iv. Impersonating another individual or group or attempting to falsely state an affiliation with another individual or group.



- v. Sending of any unsolicited or unauthorized advertising, "spam", "junk mail", phishing or any other form of solicitation.
    - vi. Attempting to modify or hack into the Service.
    - vii. Planning of criminal activities.
  - c. You may not use the Service for any illegal or unauthorized purpose. You are responsible for compliance with all applicable laws in your jurisdiction, including but not limited to those governing the protection of intellectual property, data privacy, and copyright laws.
- 5. Changes to the Service
  - a. frevvo reserves the right to carry out minor changes and modifications, including but not limited to the installation of patches, bug fixes and new versions of any third-party software used, without notification.
  - b. frevvo constantly changes and improves the Service. frevvo may add, alter, or remove functionality from the Service at any time without prior notice. If we remove functionality from the Service, we will endeavor to notify you before we do so if it materially impacts you and if practicable under the circumstances.
  - c. frevvo reserves the right to modify or discontinue the Service (or any part thereof), temporarily or permanently, for any reason without notice at any time. frevvo will make every attempt to notify you ahead of time of said interruptions. In the event of a permanent discontinuation of the Service, you will be entitled to a pro-rata refund for any period of time you did not use during the duration of the Agreement. Additional claims for damages or other claims against frevvo as a result of such discontinuation of the Service are expressly excluded.
  - d. frevvo reserves the right to change these Terms of Use at any time. If the alterations constitute a significant change in the Terms of Use, frevvo will make reasonable efforts to notify you according to the information provided by you. frevvo will determine, at its sole discretion, what constitutes a "significant change" in good faith and using reasonable judgment.
- 6. Privacy
  - a. frevvo's [Privacy Policy](#), together with any Service-specific data use policies, privacy statements and privacy notices (collectively, "privacy policies"), detail how we treat your data and we agree to adhere to those privacy policies. You in turn agree that frevvo may use and share your data in accordance with our privacy policies.
  - b. Confidentiality. frevvo will treat your data as confidential information and only use and disclose it in accordance with these Terms (including our privacy policies). However, your data is not regarded as confidential information if it: (a) is or becomes public



(other than through breach of these Terms by frevvo); (b) was lawfully known to frevvo before receiving it from you; (c) is received by frevvo from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by frevvo without reference to your data. frevvo may disclose your data when required by law or legal process, but only after frevvo, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

- c. **Security.** frevvo will store and process your data in a manner consistent with industry security standards. frevvo has implemented appropriate technical, organizational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your data and to mitigate the risk of unauthorized access to or use of your data.

## 7. Cancellation and Termination

- a. **By You:** If you terminate the Agreement prior to the Expiration Date, you will not receive a refund for any period of time you did not use unless you are terminating these Terms for any of the following reasons: (a) we have materially breached these Terms and failed to cure that breach within 30 days after you have so notified us in writing; or (b) a refund is required by law.
- b. **By frevvo:**
  - i. frevvo may terminate your Agreement on the Expiration Date by providing at least 30 days' prior written notice to you.
  - ii. frevvo may terminate your Agreement for any reason by providing at least 90 days' written notice to you and by providing a pro rata refund for any period of time you did not use during the duration of the Agreement.
  - iii. frevvo may suspend performance or terminate your Agreement for any of the following reasons: (a) you have materially breached these Terms and failed to cure that breach within 30 days after frevvo has so notified you in writing; (b) you cease your business operations or become subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) you fail to pay fees for 30 days past the due date. If the Agreement is terminated under this Clause, you will not receive a refund for any period of time you did not use.
  - iv. Additionally, frevvo may limit or suspend the Service to you if you fail to comply with these Terms, or if you use the Service in a way that causes legal liability to frevvo or disrupts others' use of the Service. frevvo may also suspend providing the Service to you if frevvo is



investigating suspected misconduct by you. If frevvo limits, suspends, or terminates the Service you receive, frevvo will endeavor to give you advance notice and an opportunity to export a copy of your data from the Service. However, there may be time sensitive situations where frevvo may decide that they need to take immediate action without notice. frevvo will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Section as is needed to resolve the issue that prompted such action. frevvo has no obligation to retain your data upon termination of the Service.

- c. frevvo reserves the right to refuse the Service to anyone without reason and at any time unless said Service has already been contractually agreed to and is currently being provided to Customer. In that instance, Clause b.i shall apply.

8. Copyright, Intellectual Property, Ownership

- a. **Protectable components.** frevvo owns the intellectual property rights to all protectable components of the Service or is entitled to use any third-party components used for providing the Service. Protectable components include but are not limited to the name of the Service, any art-work used with the service, documentation, and software used to provide the Service. You may not modify, adapt, copy, decompile, disassemble or otherwise reverse engineer any component of the Service owned by frevvo or its suppliers.
- b. **You Retain Ownership of Your Data.** You retain ownership of all of your intellectual property rights in your data. frevvo does not claim ownership over any of your data. These Terms do not grant us any licenses or rights to your data except for the limited rights needed for us to provide the Services, and as otherwise described in these Terms.
- c. **Public Data.** You agree to allow others to view and share your data that you mark as Public using the relevant function of the Service.
- d. **Limited License to Your Data.** You grant frevvo a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your data, but only for the limited purposes of providing the Service to you and as otherwise permitted by frevvo's privacy policies. This license for such limited purposes continues even after you stop using our Service, with respect to aggregate and de-identified data derived from your data and any residual backup copies of your data made in the ordinary course of frevvo's business. This license also extends to any trusted third parties we



work with to the extent necessary to provide the Service to you. If you provide frevvo with feedback about the Service, we may use your feedback without any obligation to you.

- e. **Customer Lists.** frevvo may identify you (by name and logo) as a frevvo customer on frevvo's website and on other promotional materials. Any goodwill arising from the use of your name and logo will inure to your benefit.
- f. **Copyright Claims (DCMA Notices).** frevvo Inc. responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If you believe that your work has been exploited in a way that constitutes copyright infringement, you may notify frevvo's agent for claims of copyright infringement.
- g. **Other IP Claims.** frevvo respects the intellectual property rights of others, and we expect our users to do the same. If you believe a frevvo user is infringing upon your intellectual property rights, you may report it through our online form. Claims of copyright infringement should follow the DMCA process outlined in these Terms, or any equivalent process available under local law.

#### 9. Disclaimers

- a. frevvo makes no warranties (i) that you will be able to use the Service, (ii) that the Service will be available at all times, uninterrupted and error-free, (iii) that you will be satisfied with the quality of the Service, (iv) that the calculations and results provided by the Service will be accurate or reliable, (v) that any errors or bugs in the Service will be corrected.
- b. You understand and agree that your use of the Service is at your own discretion and risk and you assume all responsibility for use of the Service.
- c. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND FREVVO DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.
- d. TO THE EXTENT PERMITTED BY APPLICABLE LAW, FREVVO, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND THESE TERMS, AND



WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF FREVVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- e. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF FREVVO, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AND THESE TERMS WILL NOT EXCEED THE LESSER OF: (A) THE AMOUNTS PAID BY YOU TO FREVVO FOR USE OF THE SERVICE AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY; AND (B) US\$200.00.
- f. You agree to indemnify and hold harmless Frevvo and its affiliates, officers, agents, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third-party claim regarding or in connection with your or your End Users' use of the Service or breach of these Terms, to the extent that such liabilities, damages and costs were caused by you or your End Users.

**10. Independent Contractors** The relationship between and amongst the parties hereto is solely set forth in this Agreement. Neither party shall be deemed the employee, borrowed servant, officer, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other or to do any other thing on behalf of the other. No party will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as set forth herein. The respective Assigned Employees, employees, agents and representatives of each party hereto shall remain its own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from any other party. No party shall be responsible for any tax collection, payment and/or reporting obligations with respect to any other party or such other party's employees, subcontractors or agents.

**11. No Third Party Beneficiaries**

The parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity other than Customer and frevvo.

**12. Agency**

Neither party is authorized to act as an agent, attorney in fact or legal representative for the other nor shall either party have the authority (actual, constructive, apparent or otherwise) to assume, create or otherwise modify any obligation on the behalf of and/or in the name of the other party except as specifically set forth in this Agreement.

**13. General**



- a. These Terms of Use will be governed in accordance with the laws of the state of Connecticut, without regard to that body of law applicable to conflicts of laws.
- b. If any provision of the Terms of Use is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.
- c. Failure to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.
- d. The Terms of Use sets forth the entire understanding between you and frevvo as to the Service and supersedes any prior agreements between you and frevvo (including, but not limited to, prior versions of the Terms of Use).
- e. Force Majeure. Neither party shall be liable for delays in its performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, acts of public enemy, acts of government or courts of law or equity, civil war, insurrection or riots, fires, floods, explosions, earthquakes or other casualties, strikes or other labor troubles.
- f. If you do not agree to these Terms of Use or any part thereof, your sole remedy is to stop using the frevvo site or the Service.  
VIOLATION OF ANY OF THE TERMS OF USE WILL RESULT IN THE TERMINATION OF YOUR RIGHT TO USE THE FREVVO SITE, AND ANY ACCOUNT THAT YOU MAY HAVE CREATED AS PART OF THE SERVICE.
- g. **Survival:** The following Sections will survive the termination of these Terms: 4, 7, 8, 9 and 13.

#### 14. Questions

If you have questions about these Terms of Use, you can contact us by email at: [info@frevvo.com](mailto:info@frevvo.com) or by mail at: frevvo Inc., 500 East Main Street, Branford, CT 06405, USA.