

Terms & Conditions

1. DEFINITIONS

In this Agreement, the following terms shall have the meaning indicated:

Business Day

A day other than a Saturday, Sunday or Public Holiday in the US.

Commencement Date

Has the meaning given in clause 5.1.

Conditions

These terms and conditions are amended from time to time in accordance with Section 2.

Contract

The contract between Moneypenny and the Customer for the supply of Services in accordance with these Conditions.

Customer

The person, company or organization who purchases Services from Moneypenny.

Data Subject

An individual who is the subject of Personal Data.

Force Majeure Event

Has the meaning set out in Section 20.

Moneypenny or the Company

VoiceNation LLC dba 'Moneypenny' whose principal address is 2915 Premiere Parkway, Duluth, Atlanta, Georgia 30097 (and where the context requires shall include its successors and assignees).

Data Protection Legislation

Has the meaning given in Section 12.

Services

Any automated inbound call handling service delivered by Moneypenny via an AI voice agent, including capturing caller input using speech recognition, generating responses through speech synthesis, logging interactions, and (where applicable) escalating calls to the Customer or to Moneypenny's live call handling teams, based on configuration.

2. LEGAL AGREEMENT AND ACKNOWLEDGMENT OF TERMS OF SERVICE

Before using our services, please read the Terms of Use set forth below. By using our services, you agree to be bound by these Terms of Use. The services provided by VoiceNation, LLC ("Moneypenny") are intended for business use only, not for personal use by non-business consumers. If you are registering on behalf of a corporation or limited liability company, you warrant that you have the authority to bind the company. Use of the term "you" shall include both you individually and your business (or, where applicable, your corporation or limited liability company). Moneypenny reserves the right, to the maximum extent permitted by law, to revise the Terms of Use at any time without notice and, by using our website or services subsequent to the revision of the Terms of Use, you agree to be bound by such changes.

3. SUPPLY OF SERVICES

3.1 The number of AI Voice Agent Service calls included in the Customer's subscription are limited to the billing period in which they are allocated and do not roll over.

3.2 The AI Voice Agent Service may be purchased as a standalone offering or in conjunction with Moneypenny's Phone Answering Services.

3.3 Any usage beyond the limits of the Customer's subscription plan will be processed subject to available capacity and invoiced at the then-current out-of-plan rates.

3.4 Where an unusual increase in volume is detected that may affect service performance, Moneypenny reserves the right to suspend or limit the Services on a temporary basis and will notify the Customer as soon as reasonably practicable.

3.5 Escalations from the AI Voice Agent Service can either be routed to:

- (a) the Customer directly; or
- (b) Moneypenny's human call answering team, provided that the Customer maintains an active Phone Answering Service plan alongside the AI Voice Agent Service.

3.6 The Customer may only transfer calls from the AI Voice Agent Service to standard US landline or mobile numbers. Transfers to premium rate or international numbers will be charged separately on the basis of the transferred minutes.

3.7 Moneypenny will make reasonable configuration changes to the Services during the first billing period without additional charge, in order to optimize performance. After the end of the first billing period, the Customer is entitled to the number of configuration changes included within its plan. Any additional changes beyond that allowance will be charged per hour, subject to a minimum charge of 30 minutes.

4. SERVICE FUNCTIONALITY AND PURPOSE

4.1 The Services are designed to perform a defined set of call handling functions and are not intended as a general-purpose voice assistant or human equivalent.

4.2 The Customer acknowledges and agrees that if the AI Voice Agent Service receives input or requests outside the scope of its intended use, it may either:

- (a) refuse to respond or issue a standard fallback reply; or
- (b) escalate the call (if such escalation path is configured).

4.3 Moneypenny shall not be liable where the AI Voice Agent Service:

- (a) provides incomplete, inaccurate, or unsuitable responses outside the intended scope due to the Customer's misconfiguration or use;
- (b) fails to understand or respond to the caller's input due to ambiguity, background noise, or unsupported phrasing; or
- (c) does not escalate a call because escalation conditions were not triggered.

5. SCOPE AND COMMENCEMENT DATE OF AGREEMENT

5.1 The commencement of the provision of the Services by Moneypenny (including provision during any trial period) constitutes an offer by Moneypenny to supply the Services to the Customer in accordance

with these Conditions, and the Customer agreeing to use the Services constitutes acceptance of these Conditions (Commencement Date).

5.2 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

6. TERM & TERMINATION

6.1 The Services provided by Moneypenny are done so on a month-to-month basis and the agreement between you and Moneypenny for the use of these Services will automatically renew on a monthly basis until canceled or otherwise terminated by you or by Moneypenny. You hereby acknowledge and agree that you will automatically be charged each month for the Services you have selected until the use of those Services are canceled or otherwise terminated. You hereby give authorization for payment for Moneypenny's Services to be automatically charged each month to the credit card you have on file with Moneypenny. You may cancel your Services with Moneypenny at any time by giving one full calendar month advanced notice to Moneypenny. Since Services are billed on the first day of each month, if Services are canceled after the 1st calendar day of the month, the Customer will be responsible for payment of another full month of monthly service fees. Once your Services have been terminated, Moneypenny will not charge you for future, ongoing services unless and until you re-establish services with Moneypenny. Cancellation of your Services may be carried out by contacting Moneypenny by phone. **Phone:** (800) 334-7558

6.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement without liability to the other immediately on giving notice to the other if:

- (a) the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any of the terms of the Agreement and (if such a



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breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;

(c) the other party repeatedly breaches any of the terms of the Agreement or conducts itself in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or

(d) the other party commences negotiations with its creditors, appoints an administrator or receiver or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or files for bankruptcy protection under applicable state or federal law.

6.3 On termination of the Agreement for any reason:

(a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and in respect of Services supplied but for which no invoice has been submitted and the Company may submit an invoice, which shall be payable immediately on receipt; and

(b) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall cooperate with the Company in all matters relating to the Services, including but limited to the following:

(a) the Customer shall provide such information as the Company may reasonably request that is reasonably necessary in order to carry out the Services in a timely manner, including clear configuration instructions and business logic for the AI Voice Agent Service;

(b) the Customer shall ensure that all such Customer information provided to the Company is accurate and kept up to date in all material respects;

(c) the Customer is responsible for testing and confirming that the Services operate as intended before live deployment;

(d) the Customer shall ensure that any escalation

paths (to itself or to Moneypenny) are valid and being regularly monitored;

(e) the Customer is responsible for ensuring compliance with, and inform Moneypenny of any relevant industry or regulatory requirements applicable to the Customer as part of its intended use of the Services;

(f) the Customer shall provide clear notice to users of the AI Voice Agent Service as required by applicable laws;

(g) the Customer is responsible for the contents of your transmissions through our telephony/internet services (the "Services"). Moneypenny reserves the right to take any action with respect to the Services that it deems necessary or appropriate in its sole discretion if Moneypenny believes you or your information may create liability for Moneypenny, compromise or disrupt the Services for you or other Customers, or cause Moneypenny to lose (in whole or in part) the services of Moneypenny's ISPs or other suppliers. The Services make use of the telephone network and internet for you to send and receive information of your own choosing. As a result, your conduct is subject to both PSTN and internet regulations, policies and procedures; and

(h) the Customer agrees that if there are any problems or questions regarding the service that it will contact Moneypenny for assistance, and promptly report to Moneypenny any unusual, deficient or unexpected responses or behavior of the AI Voice Agent Service that it becomes aware of. The Customer will not dispute any charges from Moneypenny unless it has already attempted to rectify the situation directly with Moneypenny through direct written or verbal contact.

7.2 Moneypenny shall not be liable for delays or service issues caused by incomplete or incorrect configuration data provided by the Customer.

7.3 The Customer agrees to indemnify, defend and hold harmless Moneypenny, its affiliates, officers, directors, employees, contractors, agents, licensors, and service providers (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, proceedings, damages, liabilities,

losses, costs and expenses arising out of relating to the Customer's use of the Services.

7.4. Acceptable Use

7.4.1 The Customer agrees that it will not use the Services for any matter which in the reasonable opinion of the Company constitutes any improper, immoral or illegal purpose and confirms that such use constitutes grounds for immediate termination of the Services by Moneypenny.

7.4.2 The Customer undertakes not to send or deliver or cause to be delivered to the Company's premises any noxious, harmful, illegal, immoral, perishable, dangerous or bulky items or materials and in the event of such a delivery, the Company reserves the right to refuse to accept the items or material.

7.4.3 It is prohibited for any subscriber or user of Moneypenny's products or services (collectively, the "Services") to solicit, collect, store, provide, or publish any personally identifiable healthcare information or protected health information (collectively referred to as "PHI") about themselves or others by means of or through the use of Moneypenny's Services or on any storage media hosted or maintained by Moneypenny. It is understood and acknowledged that any such PHI solicited, collected, stored, provided, or published by any Moneypenny Customer or user of Moneypenny's Services is a material violation of these Terms and is grounds for immediate termination of a member or user's privileges and/or permission to make use of Moneypenny's Services. It is further agreed that any person, persons, or entity soliciting, collecting, storing, providing, publishing or otherwise transmitting PHI by means of or through the use of Moneypenny's Services, including but not limited to the Customer, hereby releases Moneypenny from any and all liability associated with the publication of said PHI and agrees to unconditionally and completely identify and hold harmless Moneypenny from any liability arising from the soliciting, collecting, storing, providing, publishing or otherwise transmitting of such PHI by means of Moneypenny's Services.

7.4.4 The Customer shall indemnify Moneypenny against all liabilities, costs, and expenses arising

from any misuse of the Services by the Customer or on its behalf.

7.4.5 Any breach of this clause shall constitute grounds for immediate termination of the Services by Moneypenny without refund or liability.

7.5 Diversion Facility

7.5.1 It is the Customer's responsibility to ensure that the call forwarding services are properly configured by or in conjunction with the Customer's telecommunications services provider to ensure that the respective call traffic is directed to the appropriate Company telephone number.

7.5.2 It is the Customer's responsibility to ensure that all medium or means required to receive communications is fully operational.

7.6 Advertising; Marketing

The Customer shall not use the Company's name, address or logo in publicity materials, publications or products without the prior written consent of the Company. Moneypenny shall not use the Customer's name, address or logo in publicity materials, publications or products without the prior written consent of the Customer.

8. BILLING AND PAYMENTS

8.1 By requesting, accepting, and/or utilizing the Services, you agree to provide your chosen payment method (ACH, credit card, wire transfer) as a recurring payment method and authorize the billing of your account for both the initial invoice and subsequent monthly fees and usage fees (if applicable) (collectively, the "Fees"). Payment of Fees for your first and last month's service plus any options and initial setup fee are required in order to process your order for the Services. After the first month of Services, the Fees will be automatically deducted from your payment method on a monthly basis. It is your responsibility to maintain sufficient balance on your chosen payment method to allow settlement of charges. Interruption of service will be experienced in the event that the payment method held or pre-payment balances are not maintained at sufficient levels to pay the Fees as they come due. Setup fees,



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custom programming fees and activation fees are non-refundable.

8.2 The Customer hereby authorizes Moneypenny to charge the indicated credit card on a recurring, monthly basis as payment for the Fees based upon the Services performed on the Customer's behalf. In the event of cancellation of the service, the Customer authorizes Moneypenny to subsequently charge the Customer's credit card for payment of all remaining unpaid fees or other charges for any Services already performed on the Customer's behalf by Moneypenny prior to cancellation.

8.3 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Company on the due date, the Company may:

(a) charge interest on such sum from the due date for payment at the annual rate of four percent (4%) above the U.S. prime lending rate from time to time, as published by The Wall Street Journal, accruing on a daily basis and compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand; or

(b) suspend all Services until payment has been made in full.

8.4 Accounts for which Fees are overdue shall be subject to temporary disconnection. In order to reactivate an account disconnected to non-payment of Fees, all overdue Fees must be paid in full, along with a \$25 re-activation fee.

8.5 Due to the high costs of delivering excellent services and the remote nature of our clients, our answering services are billed in advance. While we offer limited and brief terms to our customers so that there is no interruption of service in cases where the usage exceeds the estimated and/or pre-paid amounts, it is agreed that the monthly invoice will be adjusted such that any deficit or unpaid usage will be settled and the pre-paid monthly service fee will be adjusted to compensate for the increased usage going forward.

8.6 The Customer agrees that any credits offered by Moneypenny will not be refunded to your chosen payment method, but will be applied to your account with Moneypenny.

8.7 Moneypenny may increase the charges for the Services on an annual basis. Moneypenny shall give the Customer 30 calendar days written notice with information regarding the increase.

8.8 The Customer is responsible for paying all Fees and other charges to your account for Services, including but not limited to, long distance and directory assistance charges, regulatory (USF) Universal Service Fund fees and government fees, and for all taxes and surcharges, including regulatory recovery fees, imposed on you or us as a result of your use of the Services.

8.9 The Customer agrees that at any time, Moneypenny may require you to place a security deposit on file for monthly base fees and usage charges. This deposit may be requested at any time during the contracted service dates between the Customer and Moneypenny.

8.10 Moneypenny is responsible for collecting sales and use taxes in some states in the US. The taxable zip codes and rates vary and change periodically as new laws and regulations emerge. Moneypenny will make every effort possible to notify you in the event your billing address becomes eligible for collecting these taxes. All taxes and fees are printed on each invoice from Moneypenny as a line item for your convenience. If you are not required to pay taxes now, this does not mean that you are free from tax collection at a later date. If you are tax exempt, please contact us at accounts@moneypenny.com for more information on how to provide the proper documentation in our system to avoid collection.

8.11 Unless otherwise agreed in writing by Moneypenny, all sums due to Moneypenny under the Contract shall be payable within 14 days of the applicable Billing Date.

8.12 All invoices submitted by Moneypenny shall be treated as agreed unless the Customer notifies Moneypenny of any discrepancies within 7 days of the Billing Date.

9. BILLING POLICY

9.1 Charges will be set out in the applicable rate card and confirmed to the Customer at the time of order. A one-off setup fee is payable in advance before the Services are set up.

9.2 Escalated calls (to either Moneypenny's live agents or to the Customer) may incur additional charges depending on the Customer's chosen service bundle. Where a call is first handled by the AI Voice Agent Service and then escalated to a Moneypenny human call answering team, the AI component of that call will not be separately chargeable, unless the Customer is on a plan designed for the majority of calls to be handled initially by the AI Voice Agent Service and then escalated to a Moneypenny human call answering team. If the caller does not speak to the AI Voice Agent (i.e. no noise is registered), the call will not be charged.

9.3 All invoices are payable in accordance with the billing terms agreed within these Conditions.

10. EQUIPMENT & SOFTWARE

10.1 All software and hardware in whatever form provided by the Company for the purpose of providing the Services remains the property of the Company. The Company grants the Customer a non-exclusive, non-transferable license to any such software for the purpose of using the Service and for no other purpose. The Customer shall not reproduce the software, shall keep it in confidence and shall not modify it.

10.2 The Customer acknowledges that, where the Company does not own the software or hardware supplied, the Customer's use of rights is conditional on the Company obtaining a written license or sub-license from the relevant licensor on such terms as will entitle the Company to license such rights to the Customer.

11. VOICE CLONING FUNCTIONALITY

11.1 Where the Customer elects to use the voice cloning functionality available in the Services, Moneypenny provides access to tools that enable the generation of a synthetic voice model based on an individual's voice recordings. Use of this functionality is entirely optional and initiated solely at the Customer's direction.

11.2 The Customer confirms that it has obtained all necessary rights, consents, and authorizations to use the relevant individual's voice for cloning purposes and that the use of such voice and any voice clone derived from it does not and will not infringe any intellectual property, publicity, personality or other rights of any third party.

11.3 The Customer hereby indemnifies and agrees to keep Moneypenny and its affiliates indemnified from and against any and all claims, liabilities, damages, losses, costs and expenses (including legal fees) arising out of or in connection with:

(a) the Customer's use of the voice cloning functionality of the Services;

(b) any allegation that the cloning or use of an individual's voice infringes third-party rights as part of the Services; or

(c) any failure by the Customer to comply with applicable laws (including Data Protection Laws) relating to the processing of special category data (including biometric data) or other personal data as part of the Services.

12. DATA PROTECTION, CALL MONITORING & TRAINING

12.1 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and Personal Data will be processed by and on behalf of the Company in connection with the Services.

12.2 All information disclosed by and/or relating to (i) the Customer and its directors, employees, contractors and consultants, and (ii) any person or organization from whom Moneypenny receives a telephone call, or email for or on behalf of the Customer (a "Caller"), will be treated as confidential and not disclosed to any person, except to such of the Customer's directors, employees, contractors and consultants as the Customer may notify to Moneypenny from time to time and except as required of Moneypenny by any court of competent jurisdiction pursuant to Section 17 below.



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12.3 "Information" includes (without limitation) (i) the name, company, firm or organization, telephone number and other personal and contact details of the Caller, (ii) the nature and content of the call, email (including any attachments to the email, and any messages or voicemails left by the Caller), and (iii) the existence of the call or email; whether disclosed, recorded or stored verbally, in writing, electronically, or by any other means.

12.4 Where and to the extent permissible by law, Moneypenny reserves the right to audit all calls received and made by your account for continuous improvements to Moneypenny's services and staff development. You hereby agree to such call auditing and grant Moneypenny permission to audit calls for training and quality control purposes.

12.5 Without prejudice to the generality of the other provisions of this Section 12, the Customer warrants that it has and will have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company and the provision of the Services by the Company for the duration and purposes of this agreement.

12.6 The Customer shall, in its use of the Services, only monitor or record calls, or instruct Moneypenny to monitor or record calls, in accordance with Data Protection Laws and all other applicable laws relating to the recording of calls or other interception of communications. Without prejudice to the generality of the foregoing, the Customer shall be responsible for complying with all requirements under such laws to provide notice to Callers and recipients of the calls and to obtain the necessary consents from the Callers and recipients of such monitoring or recording. The Customer specifically warrants that its use of the Services will not infringe the rights of any Caller or a recipient of a call that has opted out from monitoring or recording of the calls. Unless otherwise confirmed by the Customer in writing, the Customer hereby instructs Moneypenny to monitor and record calls for and on behalf of the Customer, and as data processor of the Customer, for the purposes of:

- (a) establishing facts relevant to the Customer;
- (b) ascertaining compliance with the Customer's regulatory obligations and the Customer's own practices and procedures; and/or
- (c) ascertaining or demonstrating to the Customer that calls are being handled to the standards required by the Customer.

12.7 If call recordings have been made, the Customer acknowledges these call recordings are for internal quality and training purposes only and are not accessible by the Customer.

12.8 Moneypenny does not use Customer Personal Data to train any public or external AI models.

12.9 The Customer acknowledges and agrees that Moneypenny may process non-personal, aggregated, or anonymized interaction data for the purposes of service improvement, diagnostics, or analytics.

12.10 Moneypenny acts solely as a data processor with respect to any voice cloning data. Moneypenny does not assume responsibility for the legality, appropriateness, or accuracy of any cloned voice generated by or used via the Services.

12.11 The Customer acknowledges that voice data may constitute biometric data or other types of personal data offered special protection under applicable data protection laws. The Customer is solely responsible for:

- (a) ensuring lawful collection and use of any such personal data;
- (b) providing any required notices and obtaining any required consents; and
- (c) ensuring ongoing compliance with relevant data protection and biometric information laws, including (where applicable) the UK GDPR, GDPR, or other applicable Data Protection Laws.

13. OFFERS OF EMPLOYMENT; NON-SOLICITATION

For the duration of this Agreement and for a period of six (6) months after its termination, neither party shall, without the prior written consent of the other, solicit the employment of any person employed by

the other party in the course of developing, supplying, maintaining or supporting the Services or any part of it.

14. LIMITATIONS ON AVAILABILITY

14.1 Moneypenny will not be responsible for interruptions or failures to any third-party systems and the Customer agrees that the AI Voice Agent Service availability is subject to platform stability, connectivity, maintenance windows, and third-party system dependencies.

14.2 Standard hours of operation are 24 hours a day, 365 days a year for the AI Voice Agent Service availability. Escalation availability will be based on the Customer's relevant Phone Answering Service plan, if purchased.

14.3 Coverage levels are subject to the Customer's chosen plan and pricing.

15. LIMITATION OF LIABILITY; WARRANTIES; INDEMNIFICATION

15.1 This Section 15 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

- (a) any breach of the Agreement including any deliberate personal repudiatory breach or any deliberate breach of this Agreement by the Company or its employees, agents or subcontractors;
- (b) any use made by the Customer of the Services, or the equipment that has been supplied to the Customer under the terms of this Agreement or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

15.2 The AI Voice Agent Service is an automated system and may not always process input accurately or respond appropriately. The Customer acknowledges this risk. To the maximum extent permitted by law, Moneypenny excludes all liability for any loss, damage, expense or claim arising from:

- (a) inaccurate or incomplete AI-generated responses;
- (b) failure to escalate calls or flag urgent matters

due to AI limitations or configuration; and/or

(c) reputational or commercial consequences of AI interaction errors.

15.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, disclaimed and excluded from the Agreement.

15.4 Nothing in this Agreement limits or excludes the liability of the Company:

- (a) for death or personal injury resulting from its negligence; or
- (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company.

15.5 Subject to clause 15.3 and clause 15.4:

- (a) the Company shall not be liable for loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of information; or any special, indirect, consequential or economic loss, costs, damages, charges or expenses; and
- (b) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement shall be limited to an amount equal to one month's invoice (based on an average of the previous three months prior to the incident occurred) for the Services used by the Customer.

15.5 The Customer shall at all times indemnify and hold harmless the Company from and against any and all claims demands proceedings, damages, penalties, costs, losses, liabilities and expenses of any kind, threatened, claimed or awarded against or otherwise incurred by the Company arising in connection as a result of the provision of the Services or otherwise.



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16. DISCLAIMER OF REPRESENTATIONS OR WARRANTIES

16.1 The documents, graphics and images published on our website www.moneypenny.com/us could include inaccuracies or typographical errors. Additionally, we reserve the right to modify the information contained in this website without notice. We make no commitment, however, to update the information contained in this website.

16.2 To the extent permitted by law, information on our website and all of the Services provided by Moneypenny in connection with or as described in this website are provided on an “as is” “where is” basis, without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

16.3 Our site may contain links to other websites which are completely independent of our website. We make no representation or warranty as to the accuracy, completeness or authenticity of the information or opinions contained in any such linked website, and any link to another website shall not in any manner be construed as an endorsement by us of that website, or of the products or services described therein.

16.4 Users of our website should not rely upon opinions expressed at this website when making business, financial, personal or other decisions. Additionally, we do not endorse the opinions of third parties expressed on linked websites.

16.5 Moneypenny has no control of the content of the information passing through the Services. Moneypenny does not:

- (a) represent or endorse the accuracy or reliability or any opinion, advice or statement made through the Services;
- (b) assume liability for any harassing, offensive or obscene material distributed through the Services by you or others under your account;
- (c) assume any liability for any material distributed through the Services by you or others under your account which is distributed in violation of any third

party's copyright or other intellectual property right; and

(d) assume liability for claims concerning unsolicited email or voice messages sent by you or others under your account, including (but not limited to) Telephone Consumer Protection Act of 1991, CRTC 2001-193, FTC regulations, and the Can-Spam Act. Moneypenny reserves the right at all times to disclose any information as Moneypenny deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

17. CONFIDENTIALITY

17.1 For the purpose of the Contract, “Confidential Information” is defined as:

- (a) the name, company, firm or organization, telephone number and other personal and contact details of a Caller (as defined at clause 12.2);
- (b) the nature and content of the call or email including any attachments to the email, and any messages or voicemails left by the Caller;
- (c) the existence of the call or email; and
- (d) any information identified as confidential at the time of disclosure or ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

17.2 Moneypenny undertakes that it shall not at any time during the Contract, and for a period of 5 years after termination of the Contract, disclose to any person any Confidential Information (except as permitted by clause 17.3) relating to:

- (a) the Customer and its directors, employees, contractors and consultants; and
- (b) a Caller.

17.3 Moneypenny may disclose Confidential Information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out its obligations under or in connection with the Contract. Moneypenny shall ensure that its employees, officers, representatives or advisers to whom it discloses Confidential

Information comply with this clause 17; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.4 The Customer undertakes that it shall not at any time during the Contract, and for a period of 5 years after termination of the Contract, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of Moneypenny, except as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.5 For the purpose of clause 17.4, Confidential Information relating to Moneypenny shall include any information supplied, whether in writing, orally or otherwise, to the Customer marked as “confidential”, described as “confidential” or which might reasonably be assumed to be confidential.

17.6 Moneypenny shall treat all messages as confidential. However, should Moneypenny be served with an appropriate order or warrant, Moneypenny shall disclose such information as required by law.

18. MISCELLANEOUS

18.1 Headings in this Agreement shall not affect their interpretation.

18.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

18.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

18.4 A reference to writing or written includes faxes and email.

18.5 Any obligation in the Agreement on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

18.6 This Agreement shall prevail over any inconsistent terms or conditions contained, or

referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

18.7 Assignment

The Company shall have the right to assign all or any of its rights and obligations under the Agreement.

18.8 Entire Agreement

18.8.1 The Agreement constitutes the whole Agreement between the parties and supersedes all previous Agreements between the parties relating to its subject matter.

18.8.2 Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently).

18.9 Third Party Rights

Unless it expressly states otherwise, a person or entity who is not a party to the Agreement shall not have any rights under or in connection with it.

18.10 Use of Subcontractors

The Company shall be entitled to appoint, engage, or otherwise make use of subcontractors in relation to the provision of the Services.

18.11 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18.12 Waiver

18.12.1 A waiver of any right under the Agreement is only effective if it is in writing, and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy



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under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

18.12.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

18.13 Notice

18.13.1 Any notice or other communication required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by email, pre-paid first-class post, recorded delivery or by commercial courier to the other party at the address specified by the relevant party by notice in writing to the other party.

18.13.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address for the party or, if sent by email, pre-paid first-class post or recorded delivery, at 9:00am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

18.13.3 This Section 18.13 shall not apply to the service of any proceedings or other documents in any legal action.

19. GOVERNING LAW AND JURISDICTION

19.1 The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the state of Georgia.

19.2 Each party irrevocably agrees that the courts of and for Gwinnett County, Georgia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

20. FORCE MAJEURE

Neither party shall be liable for failure to perform obligations, if under the Agreement, that failure results from any circumstances beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake or default of suppliers or subcontractors, provided it:

- (a) has taken all reasonable steps to prevent and avoid the Force Majeure Event;
- (b) takes all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable;
- (c) on becoming aware of the Force Majeure Event, promptly informs the other party in writing of the Force Majeure Event, the known or anticipated impact of the Force Majeure Event and with a reasonable estimate of the period during which the Force Majeure Event will continue;
- (d) as soon as is reasonably practicable after becoming aware of the Force Majeure Event, provides written confirmation and reasonable evidence of the Force Majeure Event to the other party; and
- (e) notifies the other party when the Force Majeure Event has concluded.

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