

Terms of Service

ThriveHive offers you the Marketing Footprint as a free online service (the “Service”) to assess your digital presence on the following terms. By using the Service in any way you are agreeing to comply with these terms, which we may update without notice and encourage you to review them at any time.

You must be at least 18 years old and competent to enter into a contract to use the Service. Unless we expressly note otherwise, these terms incorporate and supersede any other terms associated with the files and applications available on the domain www.marketingfootprint.com, its sub-domains, and any international counterparts and sub-domains, as well as affiliated domains and sub-domains operated by Conversion Innovations, Inc. d/ba/ ThriveHive ('ThriveHive', 'we', or 'us').

ThriveHive Marketing Footprint Terms of Service Agreement

You (the “User”), by using, accessing, or attempting to interact with, ThriveHive, or other ThriveHive software, applications, services, websites, or any of their licensees services or software (collectively “Services”), agree to be bound and abide by the terms and conditions of this Agreement with ThriveHive.

1. *Overview.* You agree that the Services, which include all software and documentation, both electronic or printed media, contain or may contain copyrighted material, trade secrets, patent pending material, and other proprietary intellectual property. The Services are the proprietary property of Conversion Innovations, Inc. They are protected by copyright, trade secret, and patent laws, and other proprietary rights and laws, and they may only be used or accessed as specifically provided for in this Agreement. You agree that you will only use the Services if you are a person over 18 years of age. You agree that you will not store, copy, modify, rent, lease, loan, sell, distribute, transfer, transmit, display, reverse engineer, reverse assemble, or otherwise attempt to discover any programming code or any source code used in or with the Services. You may not sell, assign, sublicense, grant a security interest in or otherwise attempt to transfer any right in the Services (which includes its software and documentation), create derivative works based on or in any manner commercially exploit the Services, in whole or in part. You agree that violations by you, any other person or entity, of these copyrights, trade secrets, patents, other intellectual property protections, or the terms of this Agreement will be prosecuted to the fullest extent of the law in the federal and state courts located in the Commonwealth of Massachusetts. The Services are offered on an “as is” basis and used by the User solely at his or her own risk. All user-specific information provided by user in connection with Services shall be used to provide services and features to the User and to maintain the associated websites.

2. *Service Offering.* ThriveHive will provide the User with a report based on publicly available third-party data (the “Report”), which the User will use to evaluate their online presence. ThriveHive will make this service available to the best of its power.

3. *Beta Development.* ThriveHive currently provides the Services in beta development. The Services are still being fully developed and evaluated. By agreeing to this Agreement, you expressly acknowledge that you understand and agree that the Services are in beta development and may contain certain errors, omissions or lack of functionality and that the report and scoring logic may change without notice.

4. ACCEPTANCE AND AUTHORIZATION. BY USING THE SOFTWARE, THE USER ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT. THRIVEHIVE SHALL NOT BE OBLIGATED TO PROVIDE SERVICES IF THE USER IS OTHERWISE IN BREACH OF THIS AGREEMENT.

5. Age and Nature of the User. The User certifies that he or she is a person at least 18 years of age. The Services may not be used by any automated device or automated computational machine. The Service may only be used or accessed through an electronic device under the manual control of the User at all times while representing their own business.

9. Taxes. ThriveHive shall not be liable for any taxes or other fees to be paid in accordance with or related to purchases made from or by the User or through the ThriveHive services. The User takes full responsibility for all taxes and fees of any nature associated with Services used or products purchased.

10. Termination. ThriveHive can delete all of the User's report data, except any data that ThriveHive may be required by law to retain.

11. No Right to Sublicense or Distribute. The User may not rent or lease or provide the Services (including any software or documentation used by or with the service) to third parties. The User may not decompile, disassemble, reverse engineer, copy, create a derivative work, or display the Software code in human readable form, or otherwise use the Services (which includes its software and documentation) except as explicitly provided for in this Agreement. The User may not store, publish, or give the Services (including software and documentation) to others, or otherwise enable its use by others.

13. Temporary Use License Granted. Only for the duration of being logged into the User's valid ThriveHive account, the User is hereby granted a non-exclusive, non-transferable temporary license, subject to the terms and qualifications of this Agreement, to use the Services only on the single computer that temporarily accesses the Services directly from the MarketingFootprint website.

14. Lawful Purpose. Services provided to or used by the User may only be for lawful purposes. Transmission, storage, copying, or modifying any material or other actions by the User in violation of any Federal, State or Local regulation is prohibited. This includes material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes, but is not limited to, material protected by copyright, trade secret, or any other statute, threatening material, or obscene material. Users are prohibited from using ThriveHive Services for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which ThriveHive deems, in its sole discretion, to be objectionable, including, but not limited to, pornography, satanic materials, and any and all materials of an adult nature. This also includes links or any connection to such materials. The designation of any materials as such described above is left entirely to the discretion of the ThriveHive management. The User agrees to indemnify and hold harmless and defend ThriveHive from any claims resulting from the User's use or User's allowed use by others of the Services which damages either ThriveHive, its officers, its employees, its directors, its partners, or another party or parties.

15. Due Care & Errors. ThriveHive will use due care in processing the work of User, but it shall be responsible only to the extent of correcting any errors which are due to the machines, operators, or programmers of ThriveHive. Such errors will be corrected at no additional charge

to User. ThriveHive assumes no responsibility for delays caused by events beyond the control of ThriveHive. ThriveHive shall make no effort to validate any information provided by the User for use with Services for content, correctness or usability. Use of ThriveHive Services requires a certain level of knowledge in the use the Internet and World Wide Web. The User is required to have the necessary knowledge to use the Internet and the World Wide Web. It is not the responsibility of ThriveHive to provide free support for the User in the use and operation of ThriveHive.

16. *Service Reliability and Disclaimer of Warranties.* ThriveHive provide Services on an "as is" basis. ThriveHive makes no warranties or representations of any kind, whether expressed or implied for the Services. User's, use of ThriveHive Services are at User's sole risk. Neither ThriveHive, its employees, directors, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that (i) ThriveHive's Service will not be interrupted or error free; (ii) nor do they make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the ThriveHive Service, (iii) nor do they make any warranty that you will get effective sales leads from use of the Service unless otherwise expressly stated in this Agreement.

IN NO EVENT WILL THRIVEHIVE, OR ITS OFFICERS, AGENTS, LICENSORS, DIRECTORS OR EMPLOYEES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFIT OR LOST REVENUE, LOSS OF USE, OR LOSS RESULTING FROM BUSINESS INTERRUPTION REGARDLESS OF WHETHER THRIVEHIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. User agrees that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive termination of this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, THRIVEHIVE MAKES NO REPRESENTATIONS WITH RESPECT TO THE SOFTWARE, AND EXPLICITLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, NON INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

17. *Indemnification and Limited Liability.* The User shall defend, indemnify, save and hold ThriveHive (including, its agents, its clients, its servants, officers, directors and employees) harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against them, that may arise or result from any service provided or performed or agreed to be performed or any product used or sold by or to User, its agents, employees or assigns. The User shall defend, indemnify and hold harmless ThriveHive (including, its agents, its clients, its servants, officers, directors and employees) against any and all Liabilities caused directly or indirectly the User or any person who User allows to access the Services. Under no circumstances, including negligence, shall ThiveHive (including, its agents, its clients, its servants, officers, directors and employees) or any one else involved in creating, producing or distributing ThiveHive Services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the ThiveHive Service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to ThiveHive records, programs or services. This paragraph shall apply to all content and functionality of ThiveHive Service.

Notwithstanding the above, the User's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which the User paid directly to ThriveHive during the current month. Such limitations shall apply to ThriveHive total liability, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation of transmission, communications failure, theft of destruction of or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

18. *Privacy & Proprietary Information.* ThriveHive shall keep confidential and shall not disclose to third parties any (i) material, non-public information which it may learn about the User's business and (ii) any personally identifying information and/or payment information, unless when requested by USER in writing. ThriveHive shall be free to use aggregated, anonymized data, including data gathered while performing services under this Agreement and others like it, to provide consulting services similar to those offered to the User or in its marketing materials.

19. *Prior Agreements Superseded.* This Agreement is the entire agreement of the parties hereto with respect to its subject matter and supersedes any prior written or oral agreements between the parties with respect to the subject matter hereof.

20. *Contract Revisions and Applicable Legal Jurisdiction.* Revisions to this Agreement will be applicable to previous version of this Agreement. Revisions will be considered agreed to by the User continuing to use of or access the Services in any way. ThriveHive reserves all rights for changes and/or modifications to the Services and rates. This Agreement constitutes the entire understanding of the parties, and is agreed to being entered into in the Commonwealth of Massachusetts. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts and no party shall object to removal or prosecution of any litigation to a federal or state court in Massachusetts.