

Effortless IQ, LLC Terms of Service

BY USING ANY SERVICE PROVIDED BY EFFORTLESS IQ, INCLUDING EZIQ AND REFERZY, AS A CUSTOMER OR A FREE USER YOU AGREE TO THE FOLLOWING TERMS OF SERVICE GOVERNING YOUR USE OF THE SERVICE. YOU ARE NOT ELIGIBLE TO USE ANY SERVICE PROVIDED BY EFFORTLESS IQ ARE AFFILIATED WITH ANY OTHER CUSTOMER RELATIONSHIP MANAGEMENT PROVIDER OR DEVELOPER. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF SERVICE, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU MUST SELECT THE “I DECLINE” BUTTON AND MAY NOT USE THE APP.

Welcome

As part of the online Service (the “Service”), Effortless IQ will provide you (the “Customer”) with use of the Service, including a browser interface, data encryption, transmission, access, and storage. Registration as a paying customer or free user for use of the Service shall designate you a Customer and be deemed to be your agreement to abide by this Agreement including any materials available on the Effortless IQ website incorporated by reference herein, including but not limited to Effortless IQ's privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

General

With respect to U.S. Customers, this Agreement shall be governed by Washington State law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Spokane, Washington. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, employment, or agency relationship exists between the Customer and Effortless IQ as a result of this agreement or use of the Service. The failure of Effortless IQ to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Effortless IQ in writing.

This Agreement, together with any applicable Order Form, comprises the entire agreement between the Customer and Effortless IQ and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Customer Data

Customer Data is defined as data used by Customers and stored by Effortless IQ for the operation of the Service; including, but not limited to contact information, client records, notes, to do items, workflows, email templates, and checklists.

Customer Data Ownership

All Customer Data submitted by the Customer to Effortless IQ, whether posted by the Customer or by third parties, shall remain the sole property of the Customer or such third parties, as applicable, unless specifically agreed upon in advance. Effortless IQ may access and use Customer Data for the purposes of training, troubleshooting, service maintenance, usage reporting, and any other service related purpose. Effortless IQ shall not use, share, distribute, or manipulate Customer Data for any other purpose at any time, and Customer Data shall be secured using industry standard security measures. The Customer, not Effortless IQ, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all customer data, and Effortless IQ shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data.

In the event that the Customer terminates this Agreement (other than by reason of the Customer's breach), the Customer's account will be downgraded to a free account and contact and activity Data will remain available from this free account. Effortless IQ reserves the right to withhold, remove, and/or discard Customer Data without notice for any breach, including, without limitation, the Customer's non-payment. Upon termination for cause, the Customer's right to access or use Customer Data immediately ceases, and Effortless IQ shall have no obligation to maintain or forward any Customer Data.

License Grants and Restrictions

Effortless IQ hereby grants the Customer a non-exclusive, non-transferable, worldwide right to use the Service, solely for the Customer's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to the Customer are reserved by Effortless IQ and its licensors.

You may not access the Service if you are a competitor of Effortless IQ, except with Effortless IQ's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

The Customer shall not (i) license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create internet "links" to the Service or "frame" or "mirror" any Content on any other server or internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

Account Licenses are shared among a group of Users whom share Data and application settings. Active User Licenses belong to Accounts and cannot be shared by more than one individual and may be reassigned. Service Plans are defined by the number of Active User Licenses per Account License.

Intellectual Property

Effortless IQ and its licensors own all right, title and interest to the Effortless IQ Technology and any related Intellectual Property, the Content, the Service, Professional Services, Custom Development, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to the Customer any rights of ownership in or related to the Service, the Effortless IQ Technology or the Intellectual Property Rights owned by Effortless IQ. The Effortless IQ name and logo, and all other product names and logos associated with the Service are trademarks of Effortless IQ and/or its licensors, and no right or license is granted to use them.

Third-Party Interaction

During use of the Service, the Customer may enter into correspondence with, purchase services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between the Customer and the applicable third-party. Effortless IQ and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between the Customer and any such third-party. Effortless IQ does not endorse any sites on the internet that are linked through the Service. Effortless IQ provides these links to the Customer only as a matter of convenience, and in no event shall Effortless IQ or its licensors be responsible for any content, products, or other materials on or available from such sites. Effortless IQ provides the Service to the Customer pursuant to the terms and conditions of this Agreement.

The Customers recognizes, however, that certain third-party providers of ancillary software, hardware or services may require the Customer's agreement to additional or different license or other terms prior to use of or access to such software, hardware or services.

Privacy and Security

Effortless IQ's privacy and security policies may be viewed at <https://eziq.us/legal> and at the end of this Agreement. Effortless IQ reserves the right to modify its privacy and security policies in its reasonable discretion from time to time.

Representation & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Effortless IQ represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the Effortless IQ documentation under normal use and circumstances. The Customer represent and warrant that they have not been falsely identified nor provided any false information to gain access to the Service and that billing information is correct.

Mutual Indemnification

The Customer shall indemnify and hold Effortless IQ, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by the Customer of the representations and warranties; or (iii) a claim arising from the breach by the Customer or Users of this Agreement, provided in any such case that Effortless IQ (a) gives written notice of the claim promptly to the Customer (b) gives the Customer sole control of the defense and settlement of the claim (provided that the Customer may not settle or defend any claim unless it unconditionally releases Effortless IQ of all liability and such settlement does not affect Effortless IQ's business or Service); (c) provides to the Customer all available information and assistance; and (d) has not compromised or settled such claim.

Effortless IQ shall indemnify and hold the Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a U.S. patent issued as of the Effective Date, or trademark of a third party; (ii) a claim, which if true, would constitute a violation of Effortless IQ of the representations or warranties; or (iii) a claim arising from breach of this Agreement by Effortless IQ; provided that the Customer (a) promptly gives written notice of the claim to Effortless IQ; (b) gives Effortless IQ sole control of the defense and settlement of the claim (provided that Effortless IQ may not settle or defend any claim unless it unconditionally releases the Customer of all liability); (c) provides to Effortless IQ all available information and assistance; and (d) has not compromised or settled

such claim. Effortless IQ shall have no indemnification obligation, and the Customer shall indemnify Effortless IQ pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of the Customer's products, service, hardware, or business process(s).

Customer Responsibilities

The Customer is responsible for all activity occurring under the Customer's accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the Service, including those related to data privacy, international communications, email-marketing, tele-marketing, and the transmission of technical or personal data. The Customer shall: (i) notify Effortless IQ immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Effortless IQ immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by the Customer and the Customer's Users; and (iii) not impersonate another Effortless IQ user or provide false identity information to gain access to or use the Service.

Customer Responsibility for Communications

The Customer is solely responsible for the content of all visual, written or audible communications sent by the Customer using Effortless IQ Technology. The Customer agrees that they shall not use the Services to send unsolicited commercial e-mail (SPAM) in violation of applicable law.

The Customer further agrees not to use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, or that would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although Effortless IQ is not responsible for any such communications, Effortless IQ may delete any such communications of which Effortless IQ becomes aware, at any time without notice to the Customer.

Breach of these Customer Responsibilities for Communications, will result in an immediate termination of this Agreement.

Disclaimer of Warranties

Effortless IQ and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. Effortless IQ and its licensors do not represent or warrant that (a) the

use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the service will meet the Customer's requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained through the service will meet the Customer's requirements or expectations, (e) errors or defects will be corrected, or (f) the service or the server(s) that make the service available are free of viruses or other harmful components. The service and all content is provided strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Effortless IQ and its licensors.

Internet

Effortless IQ's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Effortless IQ is not responsible for any delays, delivery failures, or other damage resulting from such problems.

Limitation of Liability

In no event shall either party's aggregate liability exceed the amounts actually paid by the Customer in the six (6) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

Local Laws and Export Control

The Service is only permitted to be used in the United States.

Notice

Effortless IQ may give notice by means of a general notice on the Service, electronic mail to the Customer's e-mail address on record in Effortless IQ's account information, or by written communication sent by first class mail or pre-paid post to the Customer's address on record in Effortless IQ's account information. Such notice shall be deemed to have been given upon the expiration of forty eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). The Customer may give notice to

Effortless IQ (such notice shall be deemed given when received by Effortless IQ) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Effortless IQ at the following address: Effortless IQ, 2106 N. Marguerite, Spokane Valley, WA 99212, ATTN: Chad Cleveland.

Modification to Terms

Effortless IQ reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. The Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute consent to such changes.

Assignment

This Agreement may not be assigned by the Customer without the prior written approval of Effortless IQ but may be assigned without the Customer's consent by Effortless IQ to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith:

"Agreement" means these online terms of use, any Order Forms, whether written or submitted online, and any materials available on the Effortless IQ website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Effortless IQ from time to time in its sole discretion;

"Content" means the audio and visual information, documents, software, browser interface, applications, products, and/or services contained or made available to the Customer in the course of using the Service;

"Customer Data" means any data, information or material provided or submitted by the Customer to Effortless IQ in the course of using the Service;

"Effective Date" means the earlier of either the date this Agreement is accepted or the date the Customer begins using the Service, paid or free;

"Customer" means a representative of a business entity engaged in using a free or paid version of the Service;

"Account License" means the license to access the Service by an individual business entity;

"Account" means the collection of Leads, Users, documents, data, logs, or any other information related to the Account License;

"Active User License" means the license an individual person uses to belong to one or more Account;

"User(s)" means Active User License.

"Service Plan" means a level of Account License that determines limits on Leads, Users, Emails per month, and price for the Service;

"Professional Services" means any services provided by Effortless IQ that are not part of a chosen Service Plan, including but not limited to process and importing data, scrubbing data, building email templates, and advanced training;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, slogans, logos, color schemes, wordmarks, service marks, trade names, domain name rights, mask work rights, processes, know-how, other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"Effortless IQ" means collectively Effortless IQ, LLC, a Washington State LLC, having its principal place of business at 159 S Cowley St, Spokane, WA 99202;

"Effortless IQ Technology" means all of Effortless IQ's proprietary technology including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, trade-secrets, designs, and other tangible or intangible technical material or information made available to the Customer by Effortless IQ in providing the Service;

"Service" means the specific edition of any of content, software, application, or app developed or consulted by Effortless IQ accessible at <https://eziq.us>, or another designated web site or IP address, or ancillary online or offline products and services provided to the Customer by Effortless IQ, to which the Customer is being granted access under this Agreement, including the Effortless IQ Technology and the Content.

Questions or Additional Information

If you have questions regarding this Agreement or wish to obtain additional information, please send an email to info@eziq.us.

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