

LMSYS LLC, DBA CampaignBuddy Merchant Agreement Terms & Conditions

INTRODUCTION

Welcome to CampaignBuddy. We are happy to have you join us and provide you with the resources and tools to create digital marketing campaigns. These Terms of Service (or “Agreement”) are a contract between you and LMSYS, LLC, a Minnesota limited liability corporation, United States, DBA as CampaignBuddy.

They describe the services provided when you sign up for an account with us, define aspects of our business relationship, and set forth the terms and conditions that apply to your access to and use of the websites, products, and services owned and operated by CampaignBuddy. Using our Subscription Services or signing up for an account indicates agreement with, and acceptance of, this Agreement.

LEGAL AGREEMENT

This is a legal contract, and by registering for and using the services provided by the CampaignBuddy website you agree to the following terms and conditions (the “agreement”) governing your use of CampaignBuddy’s online services (the “services”). 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 and its affiliates to the terms and conditions of this agreement, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with the terms and conditions set forth herein, you must not accept this agreement and may not use any service.

We will not knowingly accept this Agreement from anyone under the age of sixteen (16) years, or who lacks the capacity to understand these Terms. Neither will we knowingly collect their Personal Data or Information.

Your registration for, and use of, the Services shall be deemed to be your agreement to abide by this Agreement including any materials available on the CampaignBuddy website incorporated by reference herein, including but not limited to CampaignBuddy’s registration and order process, [Privacy Policy](#).

CampaignBuddy reserves the right to modify its privacy policies in its reasonable discretion from time to time. Note that because the Services are a hosted, online application, CampaignBuddy occasionally may need to notify all users of the Services of important announcements regarding the operation of the Services.

YOU ARE RESPONSIBLE FOR CHECKING THESE TERMS PERIODICALLY FOR ANY CHANGES.

DEFINITIONS

As used in this Agreement and in any Registration Form now or hereafter associated herewith:

“Account” means Subscriber’s specific account where Subscriber subscribes to access and use Service(s).

“Aggregate Data” means data that does not contain Personal Data and which has been manipulated or combined to provide generalized, anonymous information.

“Agreement” means these online terms of use, any online Registration Form, and any materials available on the CampaignBuddy website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by CampaignBuddy from time to time in its sole discretion;

“Authorized User(s)” means you and anyone you authorize to use the Services when you supply user identifications to CampaignBuddy;

“Campaign” means an online marketing program to drive engagement, conversions, traffic, or revenue to a company using social media platforms, content marketing, pay-per-click or other digital mechanisms.

“CampaignBuddy” means LMSYS, LLC, a Minnesota limited liability corporation, United States, DBA as CampaignBuddy; 13175 Goodview Ave N, White Bear Lake, MN 55110.

“Content” means any written text, visual information, logos, images, documents, content, materials, marketing materials, products and/or software contained in, or made available through, the Services.

“Intellectual Property Rights” means logos, images, unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, HTML, Javascript, CSS, and other codes and intellectual property that are either open-source or owned by or licensed to you, and that you have added to your account, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

“Personal Information/Personal Data” means information about an identifiable individual, as defined in British Columbia’s Personal Information Protection Act [SBC 2003] Chapter 63 and General Data Protection Regulation (GDPR) Article 4.

“Profile/Profile Information” means all information in the “Your Profile” section of the application, including, but not limited to, full name, email address, password, profile picture, newsletter features, and subscription level.

“Registration Form” means the form completed by an authorized user to initialize a subscription for the Services and any subsequent Registration Forms submitted online.

“Services” mean the hosted data integration, aggregation and reporting capabilities including all of CampaignBuddy’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by CampaignBuddy in providing the

Services and any audio and visual information, documents, software, products and services contained or made available to you in the course of using the Services.

“Subscriber” means the individual or legal entity identified on the Account.

“Subscriber Data” means all data and information provided by or on behalf of Subscriber to a Service, including that which the Authorized Users input or upload to a Service.

“Subscription Fee” means, with respect to each Services subscription, the monthly or annual subscription fee invoiced to Subscriber by CampaignBuddy prior to the initial term and each applicable Renewal Term for such Services subscription, which is required to be paid in order for Subscriber to be permitted to access and use the Services in such Services subscription.

“Third Party” means any organization or person, other than you or CampaignBuddy, including but not limited to CRM/CMS systems, email marketing software, billing and shopping cart/check-out platforms, PPC conversion tracking codes, analytics and other tracking software, non- CampaignBuddy forms, file hosting/sharing platforms, and any organization or person with which you or CampaignBuddy conducts business or integrates.

YOUR ACCOUNT AND SERVICES

To subscribe to the CampaignBuddy Services, you must establish an Account, which may only be accessed and used by its Authorized Users. To set up an Authorized User or add additional Authorized users, you must provide CampaignBuddy with true, accurate, current and complete information for the Authorized Users, and provide updated information if necessary.

Each Authorized User must establish and maintain a personal, non-transferable password, which shall not be shared with, or used by, any other Third Party. You are solely responsible for making sure your account information and login credentials are kept confidential. You may not transfer an Authorized User’s right to access and use the Services to a different user or entity; provided, however, that a User’s right to access and use a User Application may be reassigned to a new User when replacing a user who has terminated its employment or its relationship with you or otherwise changes its job status or function within Subscriber and, as a result, no longer requires ongoing use of the applicable User Application. You understand that you are solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Authorized Users. You must notify CampaignBuddy immediately of any unauthorized use of its Account and/or any other breach of security of the Services that you suspect or become aware of.

RESTRICTIONS ON USE OF CAMPAIGNBUDDY

You agree that you will not, and will not permit any Third Party to, directly or indirectly:

- (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of any Service;
- (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available any Service or access to the Service, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis;

- (iii) share Account login information or otherwise allow access or use the Services to provide any service bureau services or any services on a similar basis;
- (iv) use any Service in a way not intended by CampaignBuddy or for any unlawful purpose;
- (v) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights;
- (vi) copy, frame or mirror any part or content of the Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes;
- (vii) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Services;
- (viii) remove, obscure, cover or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Services or related documentation;
- (ix) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Services;
- (x) interfere with or disrupt the integrity or performance of the Services or the data contained therein;
- (xi) access any Service in order to build a competitive product or service, copy any features, functions or graphics of any Service or monitor the availability and/or functionality of any Service for any benchmarking or competitive purposes;
- (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use;
- (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Services; and/or
- (xiv) store Highly-Sensitive Personal Information. Highly-Sensitive Personal Information should not be entered into the Services, as there are no data fields requesting this type of information. It is your responsibility to enforce this policy for fields beyond CampaignBuddy's control such as a description or notes field. CampaignBuddy reserves the right in the future to scan input data and block certain information such as social security numbers or credit card numbers

CampaignBuddy reserves the right to establish or modify general practices and limits concerning use of the Services, including without limitation, the maximum number of days that Subscriber Data shall be retained by the Services and the maximum disk space that shall be allotted on CampaignBuddy servers on Subscriber's behalf. CampaignBuddy also reserves the right to block IP addresses originating a Denial of Service (DoS) attack or IP addresses causing excessive amounts of data to be sent to CampaignBuddy servers. CampaignBuddy will notify you should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Services and the block may be removed once CampaignBuddy is satisfied corrective action has taken place to resolve the issue.

The Services may incorporate and/or embed software and other technology owned and controlled by Third Parties. Any such Third-Party software or technology that is incorporated and/or embedded into any Service shall be provided to you on the terms set forth in this Agreement, unless additional or separate license terms apply as indicated by CampaignBuddy. To the extent that the Services link to any Third-Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided by CampaignBuddy. CampaignBuddy shall have no obligations or liability arising from Subscriber's access and use of such linked Third-Party websites, applications and services.

YOUR RESPONSIBILITIES

You are responsible for all activity occurring under your User accounts, including but not limited to uploading any of your data onto the Services. You agree that you will:

- (i) take appropriate action to ensure that non-Authorized Users do not access or use the Services;
- (ii) ensure that all Authorized Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions;
- (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Authorized Users using the Services;
- (iv) access and use the Services solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy);
- (v) allow e-mail notifications generated by the Services on behalf of Subscriber's Authorized Users to be delivered to Subscriber's Authorized Users;
- (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Services; and
- (vii) shall not send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

Subscriber shall be responsible for any breach of this Agreement by Authorized Users and any access or Use of the Services by persons other than Authorized Users.

CampaignBuddy is not responsible to you for unauthorized access to your data or the unauthorized use of the Services. You are responsible for the use of the Services by any person to whom you have given access to the Services, and any person who gains access to your data, even if you did not authorize such use.

You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation,

modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Services. You shall also be responsible for maintaining the security of the Equipment, your User account, Users passwords and files, and for all uses of your User account or the Equipment with or without your knowledge or consent. CampaignBuddy reserves the right to refuse registration of or cancel passwords it deems inappropriate.

You must cooperate with CampaignBuddy's reasonable investigation of Services' outages, security problems, and any suspected breach of the Agreement. You shall: (i) notify CampaignBuddy immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CampaignBuddy immediately and use reasonable efforts to stop immediately any copying or distribution of the Services that is known or suspected by you or your Users; and (iii) not impersonate another CampaignBuddy user or provide false identity information to gain access to or use the Services.

You shall indemnify and hold CampaignBuddy, 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 Subscriber Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that CampaignBuddy (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release CampaignBuddy of all liability and such settlement does not affect CampaignBuddy's business or Services); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

YOUR ACCOUNT INFORMATION AND DATA

CampaignBuddy does not own any data, information or material that you submit to the Services while using the Services ("Subscriber Data"). You, not, CampaignBuddy, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data, and CampaignBuddy shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Subscriber Data.

CAMPAIGNBUDDY'S INTELLECTUAL PROPERTY OWNERSHIP

CampaignBuddy alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Services (or any underlying technology or content within the Services) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Services, the technology used by the Services, or the Intellectual Property Rights

owned by CampaignBuddy. The CampaignBuddy name, the CampaignBuddy logo, and the product names associated with the Services are trademarks of CampaignBuddy or third parties, and no right or license is granted to use them.

Notwithstanding the foregoing, Subscriber hereby grants CampaignBuddy a non-exclusive, royalty-free license to display, distribute, transmit, publish and otherwise use the Subscriber Data to improve the Services and the performance of CampaignBuddy, including without limitation, submitting and sublicensing the Subscriber Data to Third Parties for analytical purposes, provided that (i) such Third Parties have entered into a written agreement with CampaignBuddy to maintain the confidentiality of the Subscriber Data and (ii) CampaignBuddy shall not specifically identify the Subscriber Data as originating from Subscriber when providing the Subscriber Data to such Third Parties.

CHARGES AND PAYMENT OF FEES

When applicable, you shall pay CampaignBuddy the then applicable fees for the Services as noted on your most recent Registration Form (the “Fees”). You are responsible for keeping your billing and other account information up to date. You must pay when due the fees for the Services stated in the Registration Form or other agreement between us. The initial charges will be equal to the current number of total Services on the Registration Form. Payments must be made monthly in advance, or annually in advance, unless otherwise mutually agreed in your Registration Form.

You must provide CampaignBuddy with a valid credit card. You may add Services by executing an additional online Registration Form. Added Services will be subject to the following: (i) added Services will be combined with the preexisting Registration Form for purposes of billing; (ii) the applicable subscription fee for the added Services will be the then current, generally applicable subscription fee; and (iii) Services added in the middle of a billing month may be charged for partial use for that billing month. CampaignBuddy reserves the right to modify its fees and charges and to introduce new charges at any time. All pricing terms are confidential, and you agree not to disclose them to any third party.

a. Billing and Renewal

CampaignBuddy charges and collects in advance for use of the Services. Customers shall be responsible for all taxes associated with Services other than U.S. taxes based on CampaignBuddy’s net income. You agree to provide CampaignBuddy with complete and accurate billing and contact information. This information includes your legal name, street address, e-mail address, and name and telephone number of an authorized billing contact. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, CampaignBuddy reserves the right to terminate your access to the Services in addition to any other legal remedies. Unless CampaignBuddy in its discretion determines otherwise, you will be billed in U.S. dollars and subject to U.S. payment terms.

b. Non-Payment and Suspension

In addition to any other rights granted to CampaignBuddy herein, CampaignBuddy reserves the right to suspend or terminate this Agreement and your access to the Services if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for the Services during any period of suspension. If you or CampaignBuddy initiates termination of this Agreement, you will be obligated to pay the balance due on your account. You agree that CampaignBuddy may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. CampaignBuddy reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Services. You agree and acknowledge that CampaignBuddy has no obligation to retain Subscriber Data and that such Subscriber Data may be irretrievably deleted if your account is 30 days or more delinquent.

c. Termination

This Agreement begins on the day that a Registration Form is completed requesting services and shall continue either month to month or annually based on your chosen subscription option.

New Subscribers have the right to cancel a new monthly or annual Subscription within thirty (30) days of the date a receipt of purchase is received. To cancel a Subscription, New Subscribers must either make a written cancellation request to support@campaignbuddy.com, or directly cancel online through confirmation processes within CampaignBuddy on or before the 30-day period has expired. New Subscribers who do not cancel a new monthly or annual Subscription within the 30-day period are not eligible for reimbursement or refund and will be classified as Current Subscribers for purposes of billing and cancellation. New Subscribers who cancel a new monthly or annual Subscription within the 30-day period are eligible for reimbursement of fees. Reimbursement will be made within thirty (30) days of cancellation of a New Subscription and will be credited to the account using the same payment method provided by the Subscriber for payment of the Subscription fees at the time of purchase.

Current Subscribers have the right to cancel a monthly or annual Subscription at any time prior to the renewal of the Subscription. A written notice of Cancellation must either be provided to support@CampaignBuddy.com or directly cancel online through the confirmation processes within CampaignBuddy at least 2 days prior to the monthly or annual Subscription billing date. You will receive confirmation that your Subscription has been cancelled by email from CampaignBuddy. Cancellation becomes effective on the next monthly or annual renewal and billing cycle and Subscribers may continue to use CampaignBuddy until that date.

CampaignBuddy, in its sole discretion, may terminate your password, account or use of the Services, both ad and free, if you breach or otherwise fail to comply with this Agreement upon notice to you (email is sufficient). In addition, CampaignBuddy may terminate a free account at any time in its sole discretion. CampaignBuddy may allow you thirty days to cure your failure to pay any outstanding fees prior to terminating this Agreement. You agree and acknowledge that CampaignBuddy has no obligation to retain the Subscriber Data and may delete such Subscriber Data within 30 days after the termination.

MERCHANT PAYMENTS AND TAXES

Account Users are solely responsible for determining which, if any, sales, use, amusement, value

added, consumption, excise and other taxes, duties, levies and charges (collectively, "Taxes") apply to your use of the Services and to campaign sales you make using the Services. You agree that it is your sole responsibility to, and that you will, collect and remit the correct amounts of all such Taxes to the applicable governmental authorities ("Tax Authorities"). If any a Tax Authority requires CampaignBuddy to pay any Taxes attributable to your use of the Services or to sales you make using the Services, you agree to promptly and fully reimburse CampaignBuddy for such Taxes upon demand and all costs, penalties, interest and expenses related thereto.

If you use CampaignBuddy Payment Processing in the U.S., the IRS requires CampaignBuddy to issue a Form 1099-K when you process more than 200 orders and \$20,000 in gross sales across all your events during a calendar year. As you approach either threshold, we'll reach out to request that you complete a Form W-9 ("Taxpayer Information). If you end up meeting both thresholds, CampaignBuddy will mail you a Form 1099-K to file with your taxes. The 1099-K is a purely informational form that summarizes the sales activity of your account and is designed to assist you in reporting your taxes. It is provided to you and the IRS.

REPRESENTATIONS & WARRANTIES

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Services and that your billing information is correct.

DISCLAIMER OF WARRANTIES

CAMPAIGNBUDDY AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES. CAMPAIGNBUDDY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICES WILL MEET YOUR 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 BY YOU THROUGH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES IS PROVIDED TO YOU 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 CAMPAIGNBUDDY AND ITS LICENSORS.

CAMPAIGNBUDDY'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CAMPAIGNBUDDY 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 AND/OR DUE FROM YOU IN THE TWELVE (12) 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 THE SERVICES, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, 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.

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

EXPORT CONTROL

You acknowledge and agree that the CampaignBuddy's Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo, or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of an embargoed country or designated national. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining subscriptions to export or re-export as may be required. This site may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774. CampaignBuddy and its licensors make no representation that the Services is appropriate or available for use in other locations. If you use the Services from outside the United States of America you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Services contrary to United States law is prohibited.

GENERAL

CampaignBuddy reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Services at any time, effective upon posting of an updated version of this Agreement on the Services. You are responsible for regularly reviewing this Agreement. Continued use of the Services after any such changes shall constitute your consent to such changes. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with CampaignBuddy's prior written consent. CampaignBuddy may transfer and assign any of its rights and obligations under this Agreement without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind CampaignBuddy in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Minnesota without regard to its conflict of laws provisions.