



MANDATLY
Privacy Compliance Software

Terms of Service

Mandatly Customer Terms of Service

Last Modified: March 15, 2022

PLEASE READ THESE CUSTOMER TERMS OF SERVICE CAREFULLY.

Our Customer Terms of Service is a contract (“Terms”, “Agreement”) between the customer (“Customer”, “User”, “you” or “your”) and Mandatly Inc. (“Mandatly”, “us”, “we” or “our”) describing the services we will provide to you, how we will work together, and other aspects of our business relationship.

This contract sets forth the general terms and conditions of your use of the Mandatly products or services (collectively, “Services” or “Website”).

This contract includes Master Terms as well as Acceptable Use Policy as defined below:

- **[Master Terms](#)**: These contain the core legal and commercial terms that apply to your subscription.
- **[Acceptable Use Policy](#)**: This is the definitive rulebook setting out what you can and cannot do while using our products and services.

Master Terms

- [Definitions](#)
- [Use of Services](#)
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- [Intellectual Property Rights](#)
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1. DEFINITIONS

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with a party to these Terms of Service. For purposes of this definition, control means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Confidential Information” For the purposes of this Agreement, “Confidential Information” means any information of a confidential nature concerning the Discloser’s business matters or affairs, including but not limited to experimental or development work, trade secrets, secret procedures, inventions, discoveries, processes, concepts, algorithms, software, developments, methods, compositions, techniques, formulas, devices, drawings, specifications, models, data, source code, object code, documentation, diagrams, flow charts, research procedures, methods, ideas, patents, patent applications, materials, research activities and plans, products, costs of production, contract forms, prices, pricing policies, volume of sales, promotional methods, identity of or information about personnel, customers or suppliers, marketing techniques, or know-how, owned or used by the Discloser, or any other information of a similar confidential nature, or any information relating to any of the actual or anticipated business or affairs of the Discloser, or of any of its customers, suppliers, consultants, licensors or licensees, which when given to the Recipient in tangible form is identified in writing to be confidential or proprietary, or marked with a similar legend. Confidential Information shall also include information that is not susceptible to being marked (for example, orally or visually disclosed information), but when such information is communicated, it shall be followed within thirty (30) days after the time of disclosure with written confirmation that the information disclosed should be treated as confidential.

“Consulting Services” means the professional services provided to you by us, which may include training services, installation, integration, or other consulting services.

“Feedback” means comments, Customer Story, questions, suggestions, or other feedback relating to any “Mandatly” service.

“Laws” means all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data.

“Mandatly Content” means all information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into the Subscription Service.

“Order” or “Order Form” means the “Mandatly” approved form or online subscription process by which you agree to subscribe to the Subscription Service.

“Subscription Service” means all our web-based Services that you have subscribed to by an Order Form or that we otherwise make available to you, and are developed, operated, and maintained by us.

“Subscription Term” means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any).

“Users” mean your employees, representatives, consultants, contractors, or agents who are

authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

2. USE OF SERVICES

2.1. Access:

User may only access and use the Services, in accordance with the terms of this Agreement and the Acceptable Use Policy. You agree to provide accurate and complete information when User registers for and uses the Services and agrees to update all required information promptly.

2.2. Who can Use Our Services:

To use our Services or Website, you must be 18 years of age or you have age of majority define under your state or territory. No individual under these age limits may Sign Up or use the Services, We reserve the right to deny any subscription of anyone at any time and for any reason, whatsoever. You acknowledge and agree that you are eighteen (18) years of age or you have age of majority define under your state or territory. And agree to provide true, accurate, current, and complete information when prompted for such information.

2.3. Account and Password Usage:

It is important that the information associated with your account is accurate and up to date. You may need to provide your name, address, email id, phone number etc. to register and fulfill your account information. You are responsible for maintaining the confidentiality of any, and all actions that take place while using your account and you must notify our Support Center at support@mandatly.com right away of any actual or suspected scam, loss, theft, or unauthorized use of your account or account password. We are not responsible for any loss that results from unauthorized use of your username and password, with or without your knowledge.

2.4. Prohibited and Unauthorized Use:

In addition to other terms as set forth in the Agreement, you are prohibited from using the Services or Website: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

2.5. User Communications:

By signing up with Mandatly, you are opting in to receive communications from us regarding our products and Services, including customer newsletters, special offers and exclusive discounts. You may opt out of these communications at any time by following the

“unsubscribe” link provided. We may use email, live chat plugin and other forms of communication system as needed to communicate with you.

2.6. Independence from Platforms:

This is an Agreement for access to and use of the Subscription Service and you are not granted a license to any software by these Terms of Service. The Subscription Service and Consulting Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Mandatly Content, the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us.

2.7. Feedback:

Customer hereby grants us a nonexclusive, royalty-free, irrevocable, perpetual right to use, display, disclose, publish, perform, reproduce, modify, license, transfer, distribute, and otherwise exploit such Feedback in any manner, including incorporation of such Feedback in our updated Services or other product offerings or materials not licensed hereunder. Customer will be entitled to no compensation, attribution, or credit for, nor gain any right, title, or interest in or to, any materials resulting from such Feedback.

2.8. Upgrades and Enhancements:

Mandatly, may periodically and in its sole discretion, upgrade or release enhancements for Products or Services including, but not limited to, upgrades, new features, patches, enhancements, or fixes which will be included in the price of Subscription Service that you are subscribed to.

3. FEES

3.1. Subscription Fees:

Customer may purchase Subscription Services by entering an Order Form. The following terms will be addressed in the Order Form and not in this Agreement: a) the type and quantity of Subscription Services being purchased; b) the subscription period c) pricing and applicable fees; and d) payment terms.

3.2. Taxes.

All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income.

3.3. Expenses:

Services will be provided via web, e-mail or phone as required. In case on-site Services are required or requested by you, and upon your prior written approval, you shall reimburse Mandatly for any, and all reasonable travel and living expenses incurred by Mandatly in performing Service under this Agreement.

4. TERMS, TERMINATION AND SUSPENSION OF USER ACCOUNT

4.1. Term and Renewal:

Your initial Subscription Term will be specified in your Order Form, and, unless otherwise specified in your Order, your Subscription Service will automatically renew for the shorter of the subscription period, or one year. If you decide not to renew, you may send the non-renewal notice by sending us an email at sales@mandatly.com.

4.2. Early Cancellation:

You may choose to cancel your subscription early at your convenience. No refunds of prepaid fees or unused Subscription fees shall be provided in such case.

4.3. Termination for Cause:

Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon fifteen (15) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation, or assignment for the benefit of creditors. We may also terminate this Agreement for cause on fifteen (15) days' notice if we determine that you are acting or have acted in a way that may negatively reflect on or affect us, our prospects, or our customers. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

4.4. Suspension:

4.4.1. Suspension for Non-Payment:

We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of our Services, ten (10) days after such notice. We will not suspend the Subscription Service while disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

4.4.2. Suspension for Present Harm:

If your website, or use of, the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

4.5. Effect of Termination or Expiration:

If your paid subscription is terminated or expires, we may continue to use the Service with limited features, however, this may not be the case if your Agreement was terminated for cause. You will continue to be subject to this Agreement for as long as you have access to a Mandatly account. If you terminate this Agreement for cause, we will promptly refund any prepaid but unused fees covering use of the Subscription Service after termination. If we

terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

5. INTELLECTUAL PROPERTY RIGHTS

This Agreement does not transfer to you any intellectual property owned by Mandatly Inc. or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with Mandatly Inc.

All content including but not limited to logo, image, trademark, service mark, design, icon, graphic, video, software, tools, contents, and all other information used in connection with our Website or Services is legally owned by Mandatly Inc. and protected by applicable laws.

No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without our permission. You may download or print a copy of any portion of our website's content, only for personal or non-commercial or education use. You may not republish any of our content on any other internet or extranet or incorporate the information in any other database or compilation. Any other use of the content is strictly prohibited.

Any personal or commercial use of any content, image, design, logo, videos, trademark, service mark, or any other information inserted in this website is strictly prohibited to any unauthorized use. Any unauthorized use of such content, image, trademark, service mark, logo, icon, graphic, software will deem to be the violation of The US Copyright Act of 1976, Digital Millennium Copyright Act (DMCA), 1998 and other applicable laws of USA and international intellectual property law.

6. CONFIDENTIALITY

- a. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party (except those third party service providers used by us to provide some or all elements of the Subscription Service or Consulting Services and except for your Mandatly Solutions Partner bound by confidentiality obligations), and (iv) limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- b. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process; provided, however, that (i) Receiving Party will provide Disclosing Party with prompt notice of any request that it disclose Confidential Information, sufficient to allow Disclosing Party to object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Receiving Party shall

disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Receiving Party disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.

7. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

7.1. Disclaimer of Warranties:

You agree that your use of our Website or Services is solely at your own risk. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SUBSCRIPTION SERVICE, DATA MADE AVAILABLE FROM THE SUBSCRIPTION SERVICE, MANDATLY CONTENT, OR THE CONSULTING SERVICES FOR ANY PURPOSE. APPLICATION PROGRAMMING INTERFACES (APIs) MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SUBSCRIPTION SERVICE, MANDATLY CONTENT AND CONSULTING SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SUBSCRIPTION SERVICE AND THE CONSULTING SERVICES, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

7.2. Limitation of Liability:

To the fullest extent permitted by applicable law, in no event will Mandatly Inc., its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a):any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Mandatly Inc. has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of Mandatly Inc. and its affiliates, officers, employees, agents, suppliers and licensors, relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to Mandatly Inc. for the prior one-month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

7.3. Third Party Products:

WE AND OUR AFFILIATES DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT.

8. INDEMNIFICATION

You will indemnify, defend and hold us and our Affiliates harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an “Action”) brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us or our Affiliates to the extent that such Action is based upon or

arises out of (a) unauthorized or illegal use of the Subscription Service by you or your Affiliates, (b) your or your Affiliates' noncompliance with or breach of this Agreement, (c) your or your Affiliates' use of Third-Party Products, or (d) the unauthorized use of the Subscription Service by any other person using your User information. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any, and all information

and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

9. GOVERNING LAW AND DISPUTE RESOLUTION

9.1. Governing Law:

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Irving, Texas, United States. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Irving, Texas, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

9.2. Dispute Resolution:

Subject to and without restricting the right of a party to injunctive relief or other interim measure of relief, the party will resolve any dispute relating to this Agreement through consultation and negotiation in good faith. By mutual agreement, the parties may agree to use some form of non-binding alternate dispute resolution, such as mediation as defined in Section 9.3. Mediation. The use of any alternate dispute resolution procedure will not be construed as waiver or estoppel to affect adversely the rights of either party.

9.3. Mediation:

If any dispute arises in connection with this Agreement, the parties will attempt to settle it by mediation in good faith, unless otherwise agreed by the parties, within 28 days of one party issuing a request to mediate to the other. Unless otherwise agreed between the parties, the mediator will be nominated by Mandatly Inc. The mediation will take place in Irving, Texas, USA and the language of the mediation will be English. If the dispute is not settled by mediation within [14] days of commencement of the mediation or within such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration.

9.4. Arbitration:

Arbitration will be conducted in the English language before a single arbitrator who has substantial experience in resolving intellectual property and commercial technology contract disputes. Arbitration will be held and conducted in Irving, Texas, USA.

10. GENERAL PROVISIONS

10.1. Severability:

If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

10.2. Force Majeure:

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

10.3. Assignment:

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third-party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

10.4. Relationship of the Parties:

These Terms of Use does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related Taxes.

10.5. Publicity:

We may use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers or others, subject to Customer's standard trademark usage guidelines as provided to us from time-to-time. If you do not wish to be listed as a reference, please send us an email to support@mandatly.com stating that it does not wish to be used as a reference.

10.6. Changes and amendments:

We reserve the right to modify this Agreement or its policies relating to the Website or Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will send you an email to notify you. Continued use of the Website after any such changes shall constitute your consent to such changes.

11. CONTACTING US

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to contracts@mandatly.com or write a letter to 1153 West John Carpenter Freeway, Suite 100, Irving, TX 75039.

ACCEPTABLE USE POLICY

Last Modified: January 2021

This Acceptable Use Policy sets out a list of acceptable and unacceptable conduct for our Services. You are responsible for compliance with this policy. Any violation of this policy is a breach of the “Mandatly” Customer Terms of Service. These terms constitute a legally binding contract between you, the person using the Services or Website.

You hereby acknowledge and agree to do each of the following:

- a. Keep passwords and all other login information confidential.
- b. Monitor and control all activity conducted through your account in connection with the Services.
- c. Promptly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your accounts or teams, including any loss, theft, or unauthorized disclosure or use of a username, password, or account.
- d. Comply in all respects with all applicable terms of the third-party applications, including any that Customer elects to integrate with the Services that you access or subscribe to in connection with the Services.
- e. Comply with all applicable statutes, ordinance, regulations, rules, orders, treaties, and other laws, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies, including, but not limited to, the U.S. Securities and Exchange Commission, and any rules of any national and other securities exchanges.
- f. Use commercially reasonable efforts to prevent unauthorized access to or use of the Services;
and
- g. Comply with all User Terms of Service, including the terms of this Acceptable Use Policy;

You hereby acknowledge and agree not to do the following:

- a. Upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or technology that unlawfully accesses or downloads content or information stored within the Services or on the hardware of “Mandatly” or any third party or otherwise may compromise the security of the Services or “Mandatly” systems;
- b. Attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services (including any mechanism used to restrict or control the functionality of the Services) and any source code associated with the Services, any third party use of the Services, or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law);

- c. Use the Services to store, upload, or transmit any harassing, offensive, abusive, pornographic, or illegal content or for the purposes of engaging in any harassment, abuse or unethical or illegal activity;
- d. Permit any third party that is not an Authorized User to access or use a username or password for the Services;
- e. Share, transfer or otherwise provide access to an account designated for you to another person;
- f. Use the Services to store, upload, or transmit any Customer Data or other information or content that may infringe upon or misappropriate someone else's trademark, copyright, or other intellectual property rights, or any privacy or publicity right, or that otherwise may be tortious or unlawful;
- g. Attempt to gain unauthorized access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- h. Access the Services to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of the Services;
- i. Use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
- j. Impersonate any person or entity, including, but not limited to, an employee of ours, an "Administrator", an "Owner", any Customer, or any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;
- k. Use the Services to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization under section 219 of the Immigration and Nationality Act or other statutes, regulations, or other laws concerning national security, defense or terrorism;
- l. Use the Services to export any information or content to foreign nationals or countries in violation of any export controls, embargoes, or other statutes, regulations, or other laws;
- m. Access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- n. Send unsolicited communications, promotions or advertisements, or spam;
- o. Send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- p. Abuse referrals or promotions to get more credits than deserved;
- q. Sublicense, resell, time-share or similarly exploit the Services;
- r. Use the Services for consumer, personal, or household purposes, as "Mandatly" is intended for use by businesses and organizations;

- s. Use contact or other user information obtained from the Services (including email addresses) to contact Authorized Users outside of the Services without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for Authorized Users for use outside of the Services; or
- t. Authorize, permit, enable, induce or encourage any third party to do any of the above.