

## **GRANOT, INC.**

4045 Sheridan Ave, #384 - Miami Beach, FL 33140

Phone: (305) 514-0620 - Fax: (305) 503-9323

### **Service Agreement and Disclaimer**

#### Terms of Use for Granot Inc Software and Services:

This Agreement is by and between Granot Inc. and Your Company, and is made effective as of the date of online execution. This Agreement sets forth the terms and conditions of Your use of Granot Inc software and online services and explains Granot Inc's obligations to You and Your obligations to Granot Inc in relation to the Software and Services You purchase/leased. Furthermore, Granot Inc takes no part or profit from your clients and not liable for any damage of property, financial lost by using our software and services. All Granot Inc policies and agreements specific to a particular Software and Service are incorporated here. By purchasing/leasing Granot Inc's Software or Services, You acknowledge that You have read, understood, and agreed to be bound by all terms and conditions of this Agreement and any other policies or agreements made, as well as any new, different or additional terms, conditions or policies which Granot Inc may establish from time to time.

#### 1. Terms of Agreement; Modifications.

You agree to be bound by any changes Granot Inc may reasonably make to this Agreement when such changes are made. If You have purchased/leased Services or Software from Granot Inc, the term of this Agreement shall continue in full force and effect as long as You take advantage of any use the Software or Services. In the event of terminating Your usage, Granot Inc will not refund any amounts You have paid. You agree that Granot Inc shall not be bound by any representations made by third parties who You may use to purchase/leased Services from Granot Inc. Granot Inc may, at times, offer certain promotions with different charges and features. You agree that You will be responsible for notifying Granot Inc in writing should You desire to terminate Your use of Granot Inc's Services.

#### 2. Granot Inc - Privacy Policy.

Granot Inc will not give any information about you to others without your permission. We will create an account for you. We use your customer information in the sole purpose of contacting you when it will be important regarding functionality changes related to our software services, and special offers we think you'll find valuable. We use information about you from our software (for example your IP address) to help diagnose problems with our servers, and to administer our software. Our software uses cookies to help you operate your software. We use cookies to identify activities made by you and/or your clients to secure your data. All cookies are linked to your account which is associated with the information in your account.

#### 3. Data Security.

Granot Inc software provides active accounts access to download a backup file including company database in a Microsoft Excel format at any given time. You are obligated to download your database at least twice a day to any computer available to you. Granot Inc reserves the right to transfer company data, for active accounts, to a history directory. Data in this directory can be searched and retrieved up to one year or more based on availability. Granot Inc reserves the right to remove any non-retrieved data in the history directory for active accounts after one year. Granot Inc is not responsible to retain, hold, host or backup database for a period up to six months for a company whose service was terminated voluntarily or due to failure to make the agreed service payments. Granot Inc reserves the right to remove said database upon service termination.

#### 4. Account Security.

You agree that You are entirely responsible for maintaining the confidentiality of Your password and account information. You agree that You are entirely responsible for any and all activities that occur under Your account. You agree to notify Granot Inc immediately of any unauthorized use of Your account or any other breach of security. You agree Granot Inc will not be liable for any loss that You may incur as a result of someone else using Your password or account, either with or without Your knowledge and premission. For security purposes, You should keep account access information in a secure location and take precautions to prevent others from gaining access to Your user name and password. You agree that You will be responsible for all activity in Your account, whether initiated by You and/or by others on Your behalf. Granot Inc specifically disclaims liability for any activity in Your account, whether authorized by You or not.

#### 5. No Unlawful Conduct or Improper Use.

As a condition of Your use of Granot Inc 's Software and Services, You agree not to use them for any purpose that is unlawful or prohibited by these terms and conditions, and You agree to comply with any applicable local, state, federal and international laws, government rules or requirements. Granot Inc reserves the right at all times to disclose any information Granot Inc deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Granot Inc 's sole discretion. If You have purchased Services, Granot Inc has no obligation to monitor Your use of the Services. Granot Inc reserves the right to review Your use of the Services and to cancel the Services in its sole discretion. Granot Inc reserves the right to terminate Your access to the Services at any time, without notice, for any reason whatsoever. Granot Inc reserves the right to terminate Services if Your usage of the Services results in, or is the subject of, legal action or threatened legal action, against Granot Inc or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit. Granot Inc may review every account for excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels. Granot Inc may also cancel Your use of the Services, if You are using the Services in association with spam or morally objectionable activities. Morally objectionable activities will include: activities designed to insult, embarrass, harm, abuse, threaten. Activities prohibited by the laws of the United States and/or foreign territories in which You conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; illegal access to other computers or networks (i.e., hacking); distribution of Internet viruses or similar destructive activities; and activities designed to harm minors in any way.

#### 6. Copyright Policy

You understand and agree that all content and materials contained in this Agreement, other policies, the Granot Inc Web site, and any affiliated Web sites, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that Granot Inc expressly reserves its rights in and to all such content and materials. You further understand and agree that You are prohibited from using, in any manner whatsoever, any of the content or materials described above without the express written permission of Granot Inc.

#### 7. Use of Granot Inc Software.

If You have purchased/leased software from Granot Inc, Granot Inc grants You a limited, non-exclusive, nontransferable and non-assignable license to use the software for such purposes as are ordinary and customary. You are free to use the software on any computer. If you have purchased Granot Inc's software, You agree not to alter or modify the Software. You agree You are not authorized to combine the Software with any other software program, create derivative works based upon the Software, nor are You authorized

to integrate any plug-in or enhancement which uses or relies upon the Software. You further agree not to reverse engineer, decompile or otherwise attempt to uncover the source code. Granot Inc reserves all rights to the Software. The source code and its organization are the exclusive property of Granot Inc and the Software is protected by copyright, including United States Copyright Law. Granot Inc provides this Software "as is" without warranty of any kind either express or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose.

#### 8. Your Responsibilities.

If you have purchased/leased software from Granot Inc, you are the Custodian of Records of your company. You are responsible for keeping said records during the ordinary course of service activation. You are responsible for having an up to date active and valid license and insurance, where applies. Operating any software, purchased/leased from Granot Inc, without a proper license is at your own risk. You are responsible to abide by the various copyright, patent, trademark and service mark laws of the United States, for any company department, division, branch, dba (doing business as), fictitious name, whether under your ownership or not. Granot Inc reserves the right to ask for a proof of license for validation and accuracy. This term applies to your company regardless of the state from which the company operates. Furthermore, you are responsible for providing your company's information in its accuracy. Granot Inc reserves the right to decline your request for service in case the terms above do not apply.

#### 9. Moving Leads.

A "Lead" is defined as the delivery by Granot Inc to You of the following information (as hereinafter defined): in case of a moving lead, a name, a phone number or an email address that is currently used by the named individual, the destination where the person or persons is/are moving from and the destination where the person is/ persons are moving to. All information shall be given to Granot Inc on-line of Your receiving said information. It is understood that you shall pay Granot Inc for all leads in advance by maintaining a positive balance (credit) in the account ledger (account's billing statement) by making a payment either via credit card, ACH, or check. Each time Granot Inc delivers a lead to Your account, Granot Inc shall deduct from the account the applicable fee per lead. When the account reaches the recurring amount, You shall redeposit monies into Your account to receive additional leads.

#### 10. Moving Leads pricing

Moving Leads are priced by the Moving Leads Providers and they may be changed from time to time without prior notice. Each provider publishes the price per lead per type of lead and the maximum quantity of distribution. It is Your responsibility to place the maximum amount per lead that you agree to pay. The default maximum amount is the highest quote that is published at the time when a Rule (leads distribution criteria) is being created. Granot Inc will debit Your account for the amount of the lead's price.

#### 11. Fees and Payments

As consideration for the Software, Services, or Moving Leads purchased/leased by You and provided to You by Granot Inc, You agree to pay Granot Inc at the time You order. All fees (Software, Online Services, and Moving Leads) are due immediately and deducted from the account ledger (account's billing statement) and are non-refundable unless otherwise expressly noted, even if Your Services are suspended, terminated, or transferred prior to the end of the Services term. Granot Inc expressly reserves the right to modify pricing through email notification and/or notice on its Website. Payment may be made by You by providing either a valid credit card, an ACH information, or a personal check. If You have purchased/leased any software or services on a monthly payment plan, Your monthly billing date for Software and/or online Services will be either the first day of the month, or the 15 of every month. Granot Inc reserves the right to charge a reasonable administrative, setup fee and reactivation fee for administrative tasks outside the range of its regular Services, including additional costs that it may incur in providing the Services and pass

along to You. You agree that You are solely liable for arranging that Your Services are renewed, and that Granot Inc shall not be liable to You or any third party if it is unable to charge Your Payment Method in order to renew Your Services.

## 12. LIMITATION OF LIABILITY.

IN NO EVENT SHALL GRANOT INC BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, INCORRECTIVE DAMAGES, INCLUDING LOSS OF PROFIT OR DATA. ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE SOFTWARE OR SERVICES, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF GRANOT INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states may not allow such a broad exclusion or limitation on liability for damages as contained here. In such states, Granot Inc 's liability is limited to the full extent permitted by law. You agree that in no event shall Granot Inc's maximum collective liability exceed the total amount paid by You for the particular Software or Service in dispute purchased from Granot Inc.

## 13. Force Majeure.

Granot Inc will make every effort to keep its Website and Software Services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. Events such as: lightning strike, earthquake, hurricanes, that is beyond human power to cause, prevent, or control, you agree not to hold Granot Inc liable for any of the consequences of such interruptions.

---

**I HEREBY ACCEPT AND AGREE TO COMPLY WITH THE ABOVE  
TERMS AND CONDITIONS.**