

TERMS OF SERVICE

IMPORTANT: THESE ARE THE PRODUCT TERMS (THESE "CLIENT CENTER TERMS") PERTAINING TO BOLT MARKETING ("BOLT MARKETING" OR "WE") CLIENT CENTER. THESE PRODUCT TERMS ARE REFERRED TO IN THE BOLT MARKETING ONLINE MARKETING SERVICES TERMS AND CONDITIONS (THE "MARKETING SERVICES TERMS") AND ARE INCORPORATED THEREIN.

PLEASE READ THIS CAREFULLY. YOUR USE OF THE CLIENT CENTER CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE CLIENT CENTER TERMS.

IN THE EVENT OF A CONFLICT BETWEEN THESE CLIENT CENTER TERMS AND THE MARKETING TERMS AND/OR ORDER FORM, THESE CLIENT CENTER TERMS SHALL CONTROL.

WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE PRODUCT TERMS AT ANY TIME. WE SHALL PROVIDE NOTIFICATION OF CHANGES IN THESE TERMS BY UPDATING THE LAST MODIFIED DATE SET FORTH ABOVE. ALL SUCH CHANGES SHALL BE BINDING UPON YOU ONCE POSTED, UNLESS SUCH CHANGES ARE MATERIAL IN WHICH CASE SUCH CHANGES SHALL NOT TAKE EFFECT UNTIL THE NEXT TIME YOU SIGN AN ORDER FORM WHICH INCLUDES A BOLT MARKETING PRODUCT OR SERVICE.

Terms not defined herein shall have the meaning set forth in the Marketing Services Terms.

1. **Features.** Client Center is a desktop and a mobile reporting app that:
 - provides campaign reports
 - tracks visits, web events, and form and email submissions to your website
 - provides you with lead notifications via, at your option, email, SMS, or mobile alerts through the Bolt Marketing Mobile App
 - allows your website visitors to opt-out of the tracking described above
2. Lead management software adds:
 - enhanced tracking website tracking
 - sends auto-response emails in response to initial emails from leads based on templates that we or you have created
 - sends reminders to you about leads that might require attention
 - sends emails to leads on your behalf, based on your settings
 - replacing phone numbers on your website with Tracking Phone Numbers (to track phone calls) based on organic referrer source (e.g. organic Google search, etc.) or Bolt Marketing campaign information which enables the provision of call recording services and related call tracking information in accordance with the Tracking Services
3. **Client Center Licenses.**
 - **Software License.** Subject to the terms and conditions of the Agreement, Bolt Marketing hereby grants you a revocable, non-exclusive, non-transferable limited license (without the right to sublicense) to use Client Center software (tracking

code) in accordance with these terms and such other documentation that Bolt Marketing may from time to time promulgate. Except as otherwise specifically permitted in these terms, you may not: (i) modify or create any derivative works of any of the Client Center software or any of the related documentation, including translation or localization (code written to published APIs (application programming interfaces) for the Client Center software shall not be deemed derivative works); (ii) copy the Client Center software except as provided in these Tracking Terms or elsewhere by Bolt Marketing; (iii) separate the Client Center software, which is licensed as a single product, into its component parts; (iv) sublicense or permit simultaneous use of the Client Center software by more than one user; (v) reverse engineer, decompile, or disassemble or otherwise attempt to derive the source code for the Client Center software (except to the extent applicable laws specifically prohibit such restriction); (vi) redistribute, encumber, sell, rent, lease, sublicense, use the Client Center software in a timesharing or service bureau arrangement, or otherwise transfer any rights to the Client Center software; (vii) publish or share with a third party any results of benchmark tests run on the Client Center software without Bolt Marketing's prior written consent; or (viii) use the Client Center software on any website that is not part of a Bolt Marketing campaign. Title to the Client Center software and all copies thereof remain property of Bolt Marketing and/or its suppliers. The Client Center software is copyrighted and is protected by United States copyright laws and international treaty provisions. You may not remove copyright notices from the Client Center software. You agree to prevent any unauthorized copying of the Client Center software. Except as expressly provided herein, Bolt Marketing does not grant any express or implied right to you under Bolt Marketing patents, copyrights, trademarks, or trade secret information.

- **Client Center Platform Access.** Upon sign-up for a Bolt Marketing service and for so long as your account is in good standing or until all of your services are cancelled, you will be granted a revocable, non-transferable, non-sublicensable, non-exclusive, limited license to access the Client Center online platform (the "Client Center Platform"). The Client Center Platform allows you to access online reporting and, if you have subscribed to the lead management software, to manage your leads. Without limiting any other disclaimers contained in the Agreement, Bolt Marketing will in no way be responsible for any errors, defects or downtime caused by your use of the Client Center Platform. Your access shall be password protected and you agree that you may not share your password with third parties or otherwise provide access to the Client Center Platform to third parties. If the security of your username(s) or password(s) is compromised in any way, or if you or one of your agents suspects that it may be, you shall immediately contact Bolt Marketing. Bolt Marketing is not responsible for any loss or damage suffered by the compromise of any password. You acknowledge and agree that you do not have, nor will you claim any right, title or interest in the Client Center Platform, software, data, applications, methods of doing business or any elements thereof, or any content provided therein (including any templates provided). You may only access the Client Center Platform via a Web browser, a

mobile application or in a manner otherwise approved by Bolt Marketing. You will not attempt in any way to reverse engineer, alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective the Client Center Platform. Bolt Marketing may terminate the foregoing license, at any time and for any reason.

4. **Bolt Marketing Acceptable Use Policy.** In order to foster a positive and safe community experience, your use of Client Center must comply with the Bolt Marketing Acceptable Use Policy. Failure to do so may result in the suspension of your account and/or Client Center and, in some cases, termination.
5. **Use of Client Center Lead Management Templates.** You understand and acknowledge that the email templates are provided as a convenience to you and that you must ensure that such templates are consistent with your business objectives and laws, rules or regulations that may govern your particular industry. In addition, you shall obtain no ownership interest to the templates and may not copy any of the templates or use them for any purpose other than through your use of the lead management tools. This restriction also applies to customized templates that we may prepare for you.
6. **Fees.**
 - **Description of Fees.** You agree to pay the following, in the amounts set forth on the Order Form:
 1. Cycle Payment refers to the per-cycle fee for lead management software. Each "Cycle" of lead management software consists of 30 days, unlike our Media Products whose Cycles may vary. Your initial Cycle will begin upon Bolt Marketing's acceptance of your Order Form and prior to your installation of lead management software.
 2. Other Fees refers to any other fees for additional services that you request.
 - **Timing of Payment.** Prior to your initial set-up consultation, you will pay the Cycle Payment for the initial Cycle, and any Other Fees, if applicable. You shall also remit the Cycle Payment in advance of the beginning of each subsequent Cycle. ***You understand and acknowledge that all amounts owed must be paid in advance of each Cycle and that, in addition to being in breach of your contractual obligations, the lead management software may become inaccessible if timely payment is not made.***
 - **Manner of Payment.** Cycle Payments may only be paid by credit card.
7. **Term/Termination.** Your lead management software subscription will (i) begin upon Bolt Marketing's acceptance of your Order Form and payment of your first Cycle Payment, and continue until cancelled in accordance with the Marketing Service Terms, or (ii) begin upon sign-up for a free-trial and continue until the end of your free-trial period.
8. **Privacy Matters.**
 - **Privacy Policy.** Your website must have a privacy policy that complies with applicable legal requirements and specifically discloses the privacy implications of Client Center and the lead management software which can be found here.
 - **Access to Information.** You understand and acknowledge that Bolt Marketing may, for purposes of quality assurance and campaign assessment, access the information that you store in, and messages that you send through, Client Center. It is your obligation to advise Bolt Marketing if you want such access to be limited

and to determine whether your use of Client Center is in compliance with any privacy practices to which your business may be subject (such as the Health Insurance Portability and Accountability Act and other similar laws).

- **Disclosure of Information.** In addition, you understand and acknowledge that we may disclose such of your information, including your contact and account information, to courts, law enforcement authorities and/or other relevant third parties, when such disclosure is necessary or advisable, at our sole discretion, to conduct an investigation, respond to a third party or law enforcement subpoena or court order, bring legal action or pursue other relief when you or a third party are or may be: (i) violating our terms and conditions of use; (ii) causing injury or other harm to, or otherwise violating our property or other legal rights, or those of other users or third parties; or (iii) violating federal, state, local, or other applicable law.

9. **Your Data.**

- **Data.** Bolt Marketing claims no ownership interest in the data that you store within Client Center (such as the contact information of your customers, the content of the emails that you receive, etc.) (your "Customer Data") and may only use the Customer Data as provided in these Client Center Terms. Client Center permits you to download the Customer Data. Notwithstanding the foregoing, upon termination, as set forth below, Bolt Marketing is under no obligation to retain or provide you with further access to the Customer Data.
- **Other.** Bolt Marketing may, but has no obligation to, monitor the Customer Data on your website or stored in Client Center. We may disclose any information necessary or appropriate to satisfy our legal obligations, protect Bolt Marketing or its customers, or operate the Marketing Services properly. Bolt Marketing, in its sole discretion, may refuse to post, remove, or require you to remove, any Client Content or Customer Data, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement. Bolt Marketing may, in its discretion, also require you to place all or any portion of the Client Content behind password protection. If Bolt Marketing has requested Client Content be placed or has placed Client Content behind password protection, you may not publish the password or similar information in any way that limits the effectiveness of the password. If Bolt Marketing requests that you place any Client Content behind password protection and you fail to do so promptly, Bolt Marketing may place such Client Content behind password protection itself, or immediately terminate this Agreement.

10. **Third-Party Sites.** Depending on the services you purchase and your individual circumstances, you may give Bolt Marketing access, including by providing login and password information, to certain third-party accounts and services such as Google+, directories, and Google Analytics, to allow Bolt Marketing to use and or modify those sites on your behalf. When you give Bolt Marketing access to a third-party site, or request that Bolt Marketing establishes an account with a third-party site, you agree that you have read all contracts and written agreements governing such access, login information and passwords and that you have all the necessary contractual and legal rights to give Bolt Marketing such access, login information and passwords. In addition, you are authorizing Bolt Marketing to use the functionality of such third-party site on your behalf, in any manner Bolt Marketing

sees fit. Bolt Marketing will take actions such as registering you with such third-party site, and managing and accessing your account and information (including listing and profile information) on such third-party site. Because of the interconnected nature of the internet, your information posted to third-party sites may be difficult to remove. For example, even if your information is removed from or updated on a third-party site, it may persist on other websites (including other websites) or may be cached in search engine indexes.

11. **Communications.** In using Client Center, you agree to receive communications from time to time from Bolt Marketing via email or text message. You may stop receiving these alerts by modifying your notification settings from within your account in the Client Center Platform. You acknowledge and agree that we may send a response email or text message solely to confirm your change in settings.
12. **Comments and Feedback.** Any questions, comments, suggestions, ideas, feedback, or other information provided by you to Bolt Marketing are not confidential and you hereby grant Bolt Marketing a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such information as we deem appropriate, for any and all commercial and/or non-commercial purposes, in our sole discretion.
13. **Disclaimers.** You acknowledge and agree that:
 - Not all messages or campaigns sent via Client Center will be received by or will be capable of being viewed by their intended recipients.
 - To the extent permitted by applicable law, Bolt Marketing may make and preserve copies of any and all messages as necessary to provide Client Center and for internal back-up and other legal or regulatory purposes.
 - You understand that delivery of messages via Client Center may involve transmissions over various networks, and that the messages (including images and text contained therein) could be reformatted or otherwise revised to conform to the formatting or technical requirements of such networks. You further understand and agree that messages exceeding maximum character limitations may be truncated, abbreviated, reduced or otherwise abruptly cut short.
 - You agree that Bolt Marketing may establish general practices and limits concerning use of Client Center, including without limitation the maximum number of messages or social campaigns that may be distributed by you and/or the maximum size of any messages or campaigns that may be transmitted via Client Center.
 - Bolt Marketing reserves the right without notice to take all measures of any nature (whether legal, technical or otherwise) to prevent unsolicited bulk email and/or other unauthorized email, messages or social campaigns from entering, utilizing or remaining within our network. Nothing in this policy is intended to grant any right to transmit or send messages or social campaigns to, or through, our network except as may be otherwise stated in the Marketing Services Terms.

IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE MARKETING SERVICES TERMS, BOLT MARKETING (I) MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO ADVERTISER BY OR ON BEHALF OF BOLT MARKETING (INCLUDING ANY REPORTING, ANALYTICS AND SIMILAR

INFORMATION) OR ANY CONTENT AVAILABLE ON OR THROUGH THE CLIENT CENTER SERVICE; AND (II) IS NOT RESPONSIBLE FOR ANY ERRORS, DEFECTS OR DOWNTIME CAUSED BY YOUR USE OF CLIENT CENTER.

Terms of Service Changes

Although most changes are likely to be minor, Bolt Marketing may change its Terms of Service from time to time, and in Bolt Marketing's sole discretion. Bolt Marketing encourages visitors to frequently check this page for any changes to its Terms of Service. Your continued use of this site after any change in this Terms of Service will constitute your acceptance of such change.

This policy was last modified on January 23, 2020.

Contact Information

If you have any questions about this Privacy Policy, please contact us.

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