

TERMS OF SERVICE

Effective February 16, 2017

PURPOSE OF SERVICE

Talk Fusion®, Inc. provides Users with Video Communication Services (the “Products and Services”). Unless explicitly stated otherwise, any new features that enhance the current version of the Products and Services, including the release of new features, shall be subject to the Terms of Service. User understands and agrees that the Products and Services are provided “as is” and that Talk Fusion assumes no responsibility for: the failure to store any User communications or personalization settings, for loss or damage to User’s data, messages, or property of any nature.

USER OBLIGATIONS

In consideration of use of Talk Fusion Products and Services, User agrees to: (a) provide true, accurate, current and complete information as required on the Customer Application and (b) maintain and promptly update the customer profile to keep it accurate, updated and complete. If User provides any information that is untrue, inaccurate, not current or incomplete, Talk Fusion has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Talk Fusion has the right to suspend or terminate User’s account and refuse any and all current or future use of the Products and Services.

ACCOUNT MODIFICATIONS

If your profile needs to be updated, you may do so by logging into your Talk Fusion Account and electronically submitting the new data or by emailing your updated information to support@talkfusion.com.

PASSWORDS

User is responsible for maintaining the confidentiality of the password and is fully responsible for all activities that occur under User’s account. Talk Fusion is not responsible for any misappropriation, loss or damage of any other nature caused in whole or in part from User’s failure to maintain the confidentiality of User’s password. You may change your password by logging into your Talk Fusion Account at any time.

CONDUCT

User acknowledges that Talk Fusion cannot possibly review all content before it is sent, but that Talk Fusion and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any content that is available via Talk Fusion. Specifically, User agrees not to use the Products and Services to transmit or communicate any form of abusive, obscene, vulgar, defamatory, libelous, slanderous, hateful, threatening, harassing, or sexually-oriented content, or involving racial, sexual, or religious discrimination, including any other material that may violate any applicable laws or be determined to be generally offensive by reasonable moral standards. User understands that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials (“Content”), whether publicly or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that the User and not Talk Fusion, is entirely responsible for all content that the User emails, transmits or otherwise makes available via the Products and Services. Talk Fusion does not control the content transmitted via the Products and Services and, as such, does not guarantee the accuracy, integrity or quality of such content, nor does it endorse the content in any fashion. Under no circumstances will Talk Fusion be liable in any way for any content, including, but not limited to, any errors or omissions, or for any loss or damage of any kind incurred as a result of the use of any content, emailed, transmitted or otherwise made available via Talk Fusion.

User agrees to not use the Products and Services to: (I) email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable; (II) harm minors in any way; (III) Email, transmit or otherwise make available any unauthorized advertising, promotional materials, “junk mail,” or “spam” (IV) impersonate any person or entity, including, but not limited to, a Talk Fusion employee, official, or falsely state or otherwise

misrepresent its affiliation with a person or entity; (V) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through Talk Fusion; (VI) email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (VII) email, transmit or otherwise make available any content that User does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (VIII) e-mail, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party or third party; (IX) "stalk" or otherwise harass another or collect or store personal data about other Users; interfere with or disrupt the Talk Fusion product or servers or networks connected to Talk Fusion, or disobey any requirements, procedures, policies or regulations of networks connected to Talk Fusion; (XI) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations set forth by the U.S. Securities and Exchange Commission, The Federal Communications Commission and any rules of any national or other securities exchange.

SPAMMING PROHIBITED

User may not utilize the service for submission, generation or inclusion of unsolicited bulk email or other forms of email abuse (i.e. SPAM). Failure to respond to a SPAM notice shall also constitute grounds for immediate termination of User's account.

INTERNATIONAL LAWS

User agrees to comply with all local rules and laws regarding online conduct and acceptable content. Specifically, but without limitation, User agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which it resides and/or originates.

INDEMNITY

User agrees to defend, indemnify and hold harmless Talk Fusion, and its officers, subsidiaries, affiliates, or other partners, and employees, harmless from any loss, damage, cost (including attorney's fees) claim or demand, made by any third party resulting from content it emails, transmits or makes available through Talk Fusion or violation of the Terms of Service.

OWNERSHIP, RESERVATION OF RIGHTS

Nothing in this Agreement shall be construed to grant User any ownership rights, by license, title or otherwise, to Talk Fusion's intellectual property. User acknowledges and agrees that the Products and Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Talk Fusion, User agrees not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Products and Services, in whole or in part.

DISCLAIMER OF WARRANTIES

THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS." To the maximum extent of the law, **Talk Fusion expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.** Talk Fusion makes no warranty that the Products and Services will meet User's requirements, the service will be uninterrupted, timely, secure, or error-free, or that the results that may be obtained from the use of the Products and Services will be accurate or reliable. Any material downloaded or otherwise obtained through the use of the Products and Services is done at User's own discretion and risk and that User will be solely responsible for any damage to the User's computer system or mobile device, or loss of data that results from the download of any such material. User understands and agrees that his or her use of the Products and Services is at his or her sole risk. No advice or information, whether oral or written, obtained by the User from Talk Fusion or through or from the Products and Services shall create any warranty not expressly stated in the Terms of Service.

GENERAL PRACTICES

User agrees that Talk Fusion or third party consultants have no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by Talk Fusion or via use of the Products and Services.

MODIFICATIONS TO SOFTWARE AND SERVICE

Talk Fusion reserves the right at any time to modify, temporarily or permanently, the Products and Services with or without notice. User agrees that Talk Fusion shall not be liable to User or to any third party for any modification, suspension, conversions, upgrades or additions or discontinuance of Talk Fusion. Any such revisions, modifications, conversions, upgrades or additions shall be owned exclusively by Talk Fusion and User shall have no right therein.

LIMITATION OF LIABILITY

User understands and agrees that in no event shall Talk Fusion be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, use, data, goodwill, or other intangible losses; even if Talk Fusion has been advised of the possibility of such damages, resulting from: the use or the inability to use the Products and Services, the cost of procurement of substitute goods and services resulting from any goods, data, information or Products and Services purchased or obtained or messages received or transactions entered into through or from the Products and Services, unauthorized access to or alteration of its transmissions or data, statements or conduct of any third party on the Products and Services, damage to User's hardware, software, data, or injury to any other tangible or intangible asset or interest of User that is caused in whole or in part by the Products and Services, or any other matter relating to the Products and Services.

Talk Fusion's liability to User for damage arising caused in whole or in part by the Products and Services, whether such liability arises in contract, tort, warranty, intentional misconduct, infringement, or any other theory, shall be limited to no more than the amount of fees that User paid to Talk Fusion for the Products and Services in the one-month period preceding User's loss or damage.

DELIVERY

Talk Fusion has been accredited by Return Path, the world's largest and most respected Internet accreditation service. In order to qualify, Talk Fusion had to pass an extensive audit process in order to ensure that our Video Email and Video Newsletter sending practices and infrastructure adhere to industry best practices. As a result, Talk Fusion Customers receive significant delivery benefits to more than 5 million receiving email systems at partner ISPs, Fortune 1000 companies, educational institutions, government entities and small businesses worldwide. These benefits include more reliable inbox delivery and reduced likelihood that content will trigger a spam filter. However, please note that Talk Fusion does not control the deliverability policies of every ISP and therefore does not guarantee that every Video Email and/or Video Newsletter you send will be delivered to the inbox of your intended recipient.

CANCELLATION

User agrees that Talk Fusion, at its sole discretion, may remove and discard any content within the Products and Services, for any reason or if Talk Fusion believes that User has violated or acted inconsistently with the letter or spirit of the Terms of Service. User agrees that any termination of his or her access to Talk Fusion for violation of these Terms of Service may be effected without prior notice, and acknowledge and agree that Talk Fusion may immediately deactivate or delete his or her account and all related information and files in his or her account and/or bar any further access to such files. Further, User agrees that Talk Fusion shall not be liable to User or any third-party for any termination of its access to the Products and Services.

RECURRING BILLING/PRE-PAID/PAID-IN-FULL OPTION

There is a monthly recurring fee for the Products and Services, in all countries. Please note that Talk Fusion will automatically charge the monthly plan fee to the credit card authorized by User to pay their monthly plan fees for the Products and Services. Associates and Customers may change their method of monthly payment to an alternate credit

card or PAYLUTION® E-Wallet Account (Associates only) via the Billing section of their Dashboard.

User is required to give Talk Fusion a written notice at least 5 days prior to the monthly anniversary date to cancel account and avoid automated billing. All cancellation notices must be emailed to Support@TalkFusion.com or by submitting written notice by facsimile or certified mail to Talk Fusion. The Cancellation request must include the Talk Fusion ID number of the account that is being cancelled. If you are paying for more than one account on your credit card, you must list every individual account that you want cancelled. User agrees that submitting a notice of cancellation by telephone is an unacceptable form of submitting notice of cancellation to Talk Fusion and that Products and Services charges may continue to apply until Talk Fusion has received the proper notice.

When your service is cancelled, access to your Dashboard will immediately be restricted. Please note that all of your stored videos and email addresses will be deleted from the Talk Fusion system. Any Video Emails or Video Newsletters that had been sent out before cancellation will be inactivated and will not be able to be viewed by their intended recipients.

PLEASE NOTE: Associates and Customers may choose an annual Pre-Paid/Paid-in-Full payment option and save up to 20% over the monthly plan price. The Pre-Paid/Paid-in-Full payment may not be cancelled or the amount refunded, unless purchased along with a Product Package and cancelled ten days from the date of purchase.

REFUND POLICY

If any User is unsatisfied with their initial purchase of Products and Services, Talk Fusion offers a 100% ten (10) day refund period (unless otherwise required by law) from the date of purchase (this also includes Alaska residents, who typically have five business days; residents of North Dakota age 65 and over have 15 business days.)

GENERAL PROVISIONS

User acknowledges that he/she is bound by these Terms of Use and further agrees that it is the exclusive and complete statement of the Agreement between the parties hereto and supersedes and merges all prior proposals, understandings and agreements, whether oral or written, relating to the subject matter hereof.

- a) Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall be in no way affected or impaired thereby and shall remain in full force and effect.
- b) No Waiver. Failure of either party to exercise in any respect any of the rights provided for herein shall not be deemed a waiver of any right hereunder.
- c) Violations. Please report any violations of the Terms of Service to us by email: support@talkfusion.com.

AMENDMENTS TO TERMS OF SERVICE

Talk Fusion reserves the right to amend these Terms of Service at its discretion. Amendments shall be posted 30 days prior to their effective date and shall not apply retroactively. However, amendments necessary to comply with legal requirements or addressing new technology or technical requirements shall become effective immediately upon posting. If User does not agree to the amendments, User's sole recourse is to immediately discontinue using the Products and Services and cancel his/her/its plan.

INDEMNITY

You agree to indemnify and hold us and our Team harmless from any losses, including attorney fees that result from any claims you make that aren't allowed under these Terms due to a "Limitation of Liability" or other provision. (Indemnity is an agreement to compensate someone for a loss.) You also agree to indemnify and hold us harmless from any losses, including attorney fees, that result from third-party claims that you or someone using your password did something that, if true, would violate any of these Terms.

EQUITABLE RELIEF

You agree that violation of these Terms of Use shall cause irreparable harm to Talk Fusion which may not be completely remedied by financial remuneration. Therefore, if you violate these Terms then we may seek injunctive relief (meaning we may request a court order to stop you) or other equitable relief.

SUBPOENA FEES

If we have to provide information in response to a subpoena related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition. You authorize Talk Fusion to charge any such costs to the credit card or other account you have on file with us that you use to pay for your monthly plan for the Products and Services.

THIRD PARTY ACTIVITY

We and our Team aren't responsible for the behavior of any advertisers, linked websites, or other Members.

DISPUTE RESOLUTION

These terms of use shall be governed by the law of the State of Florida. Exclusive jurisdiction and venue for any dispute arising from or relating to this Agreement shall be in the courts of the State of Florida residing in Hillsborough County, or the United States District Court for the Middle District of Florida, Tampa Division.

Notwithstanding the foregoing, if You have a claim arising from or relating to this Agreement that is within the jurisdictional amount of your local U.S. Small Claims Court, You may bring such action before the small claims court in the U.S. jurisdiction in which you reside.

CLASS WAIVER

The parties to this Agreement waive the right to seek relief under a class or consolidated action. All claims shall be brought and prosecuted on an individual, rather than a consolidated, or class basis. You may opt out of this class waiver by sending written notice to Talk Fusion of your desire to opt out within 30 days from the date on which you subscribe to the Products and Services. Opt out notices should be sent to Talk Fusion at 1319 Kingsway Road, Brandon, FL 33510.

EQUITABLE RELIEF

A breach by you of this Agreement shall cause Talk Fusion irreparable harm that cannot be adequately remedied by damages alone. Therefore, you consent to injunctive relief, and stipulate that irreparable harm will ensue, absent injunctive relief awarded to Talk Fusion.

PRIVACY POLICY

Users agree to our Privacy Policy.