

Navigate Way Terms of Service

TERMS OF SERVICE Effective Date: February 15th, 2025 THESE TERMS OF SERVICE ("AGREEMENT") ARE ENTERED INTO BY AND BETWEEN CUSTOMER AND NAVIGATE WAY L.L.C., A WYOMING LIMITED LIABILITY COMPANY ("PROVIDER"). THIS AGREEMENT GOVERNS CUSTOMER'S USE OF PROVIDER'S SERVICES. BY ENGAGING IN SUCH ACCESS OR USE OF PROVIDER'S SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. CUSTOMER REPRESENTS THAT CUSTOMER HAS THE AUTHORITY TO BIND CUSTOMER AND PERMITTED USERS TO THIS AGREEMENT. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT UNDERSTAND OR AGREE WITH THE TERMS OF THIS AGREEMENT, CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

ARBITRATION NOTICE: This Agreement contains a binding arbitration provision. Customer agrees that all disputes between Customer and Provider will be resolved by mandatory binding arbitration and Provider waives any right to participate in any class or representative action, except where such waiver is prohibited by applicable law.

CLASS ACTION WAIVER: This Agreement contains a waiver of any right to participate in any class or representative action, except where such waiver is prohibited by law. By accessing or using the Services, Customer waives any right to assert any claims against Provider as a representative or member in any class or representative action with respect to any disputes or claims arising out of or relating to this Agreement or the Services.

1. Definitions. The following terms shall have the following meanings when capitalized and used herein:

"Customer" means the Person accepting this Agreement.

"Customer Data" shall mean all information or data, electronic or otherwise, provided or submitted by Customer or Permitted Users, to or for use in the Services. Customer Data shall not include Customer Statistics. Customer Data may include Personal Information of Customer representatives, Permitted Users, or third parties such as property owners.

"Customer Statistics" shall mean data and information related to Customer's and Permitted Users' use of the Services, that are used by Provider in an aggregated manner to compile statistical and performance information related to the provision and operation of the Services, and for any other use permitted by this Agreement.

"Effective Date" means the date that this Agreement is accepted by Customer.

"Feedback" shall have the meaning set forth in Section 5(c).

“Fees” shall mean those sums payable, according to each Order Form, by Customer to Provider for access to, and use of, the Services. Fees may be described on the Order Form as an aggregate amount for all Services or on a per Service basis.

“Malicious Code” shall mean any and all disabling or damaging devices, algorithms, routines, subroutines, programs, or other similar data including, but not limited to, viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

“Order Form” shall mean the ordering webpage or mobile app feature and associated documents (digital or otherwise) for Customer’s purchase or other receipt of the Services that are selected by Customer from time to time, regardless of whether such Order Form requires the payment of Fees. Each Order Form is a part of this Agreement, and fully incorporated herein.

“Parties” shall mean Provider and Customer, collectively.

“Party” shall mean Provider or Customer, individually.

“Permitted Users” shall mean Customer and any individual who is authorized by Customer to use the Services pursuant to this Agreement; who is included in the number of users listed on the relevant Order Form; to whom Customer (or, when applicable, Provider at Customer’s request) has supplied separate and specific login credentials (for Services utilizing authentication); or to whom Customer has supplied or directed any other access or use of Services in accordance with the terms of this Agreement. Permitted Users may include, for example, Customer’s employees, consultants, contractors, agents, and third parties with whom the Customer transacts business.

“Person” shall mean any individual, sole proprietorship, partnership, corporation, limited liability company, limited liability partnership, trust, unincorporated association, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

“Personal Information” shall mean information that identifies, relates to, describes, is capable of being associated with, or could reasonable by linked, directly or indirectly, with a particular natural person or household.

“Provider IP” shall mean (a) the Services, (b) all specifications, documentation and intellectual property rights with respect to the Services, including trademarks and logos, and (c) any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider in connection with the Services or that otherwise comprise or relate to the Services. For the avoidance of doubt, Provider IP shall include Customer Statistics and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services, but shall not include Customer Data.

“Services” includes Provider’s website, software, newsletters, notifications, trials, mobile app, data append, and that certain or those certain other programs, specified on an Order Form.

“Taxes” shall mean any direct or indirect local, state, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, use, sales, excise, or other similar taxes.

“Term” shall have the meaning set forth in Section 10(a).

“Third Party Applications” shall mean any online, Internet-based applications or services or offline software products that are provided by third parties and that Customer has elected to use with or that Provider has elected to incorporate into or in connection with the Services.

1. Access to and Use of Services.

a. Provision of Access; Reservation of Rights. Subject to, and contingent upon, Customer’s acceptance of and compliance with the terms and conditions contained herein and the payment of any Fees, Provider hereby grants Customer a limited, non-exclusive, non- transferrable, non-sublicensable, revocable right to access and use the Services during the Term of this Agreement solely for the use by Permitted Users. Such right to use the Services is limited to the Customer’s internal, lawful use only. All rights not expressly granted to Customer pursuant to this Agreement shall be retained by Provider. Customer shall be permitted to export property ownership information and county records on up to five thousand (5,000) parcels of real property per day. Customer shall be permitted to export unlimited amounts of their property address and notes. Customer shall be permitted to export unlimited amounts of paid-for data append (also known as “skip trace”) results including phone numbers, email addresses, and additional addresses. Nothing herein shall be construed as a grant of any intellectual property rights by Provider to Customer or Permitted Users by implication, waiver, estoppel, or otherwise.

b. Customer Internet Access. DSL, cable, or another high-speed Internet connection may be required for proper access to, and use of, the Services. At all times during the Term, Customer shall be responsible for procuring and maintaining the network connections and all software and equipment that may be required for Customer to connect to the Services, including, but not limited to, “browser” software that supports protocols utilized by the Services. Provider assumes no responsibility for the reliability or performance of any computer networks, connections, or systems not owned or operated by Provider.

c. Permitted Users; Passwords. Provider shall permit Customer to authorize access to the Services and assign unique passwords and user names to up to the number of Permitted Users purchased by Customer on the relevant Order Form. Permitted User logins and passwords are for designated Permitted Users and shall not be shared or used by more than one Permitted User, except that Permitted User logins may be reassigned to another Permitted User as needed during the Term. Regardless of the length of the Term, unused or vacant Permitted User logins expire at the end of each then-current term. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and shall promptly notify Provider of any unauthorized access to or use of the Services and any loss, theft, or unauthorized use of any Permitted User's password, name, or Services account number.

d. Restrictions on Use. Customer shall not access or use the Services for any other purpose other than as expressly contemplated by this Agreement. At any time during or after the Term, Customer shall not, whether directly or indirectly, and shall not permit any Permitted User to: (i) copy, modify, distribute, or create derivative works based upon the Services, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, publish, transfer, or otherwise make available the Services to any other party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component or code of the Services, whether in whole or in part; (iv) remove any proprietary notices from the Services; (v) send via, store within, or upload to the Services (A) any Malicious Code, (B) any material that infringes the rights of any third party, or (C) illegal or obscene material; (vi) use the Services in any manner, or for any purpose, that infringes, misappropriates, or otherwise violates any privacy or intellectual property rights of any third parties or otherwise violates applicable law; or (vii) use or access the Services to (y) build or support; and/or (z) assist any third party in building or supporting, any services or technology competitive to the Services. Customer will not use the Services to communicate with Persons outside the United States of America or to process Personal Information of Persons outside the United States of America.

e. Suspension or Termination of Services. Notwithstanding anything to the contrary contained herein, Provider shall have the right, at any time, to suspend or terminate Customer's access to, and use of, any portion or all of the Services if: (i) Provider receives a judicial order or demand, order, subpoena, or law enforcement request from any court of competent jurisdiction or governmental authority that expressly, or by reasonable implication, requires Provider to do so; (ii) Provider receives an order, directive, or request from a voice service provider, telecommunications carrier, or non-governmental industry regulatory body that expressly, or by reasonable implication, requires Provider to do so; (iii) Provider believes, in its sole discretion, that (A) Customer or any Permitted User has failed to comply with the terms of this Agreement, (B) Customer or any Permitted User has accessed or used the Services beyond the scope of the rights granted pursuant to this Agreement, for any purpose not authorized under this Agreement, or in a manner that does not comply with any instruction or requirement of Provider regarding the use of the Services, (C) Customer or any Permitted User is, has been, or is likely to be, involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Services, or (D) this Agreement expires or is terminated; (iv) subject to all applicable laws, Customer has ceased to do business in the ordinary course, made an assignment for the benefit of creditors or any similar disposition of its assets, or become the subject of bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

f. Customer Responsibilities. Customer is responsible for all activities that occur in Customer's account(s) and with respect to Permitted Users. Customer shall: (i) have sole responsibility for (A) the accuracy, quality, integrity, legality, reliability, appropriateness of, and (B) providing all disclosures and obtaining all required or prudent consents to permit Provider's collection, use, and processing of Customer Data to support the Services; (ii) prevent unauthorized access to, or use of, the Services, and promptly notify Provider of any such unauthorized access or use; (iii) comply with all applicable local, state, federal, and foreign laws in using the Services, including without limitation (1) the Federal Trade Commission's Telemarketing Sales Rule ("TSR"), (2) the Telephone Consumer Protection Act and all regulations promulgated thereunder by the Federal Communications Commission (together, the "TCPA"), (3) Do-Not-Call ("DNC") list prohibitions, (4) state telemarketing and teleservices laws and regulations including without limitation calling time/day restrictions and DNC prohibitions, (5) licensing and bonding requirements, (6) consumer cancellation rights, (7) mandatory disclosures, (8) wireless calling restrictions, (9) restrictions on the use of automated telephone dialing systems and pre-recorded messages, (10) text messaging restrictions, (11) opt-out rules, (12) call recording laws, (13) record retentions requirements, (14) direct mail rules and best practices, (15) intellectual property rights and restrictions, (16) CAN-SPAM Act and related email rules, and (17) laws and regulations relating to the collecting, use, disclosure, and protection of Personal Information including without limitation the California Consumer Privacy Act and New York Stop Hacks and Improve Electronic Data Security Act; (iv) not engage in any use of the Services while driving; (v) take no action that harms or threatens to harm the safety of any third party; and (vi) have sole responsibility for any text messages sent or received using the Services, including any text messages received by unintended recipients, and for the legality and appropriateness thereof. Further, Customer is solely responsible for compliance with industry best practices regarding the use of text messages including without limitation the Cellular Telephone Industry Association's Messaging Principles & Best Practices. Provider does not assume responsibility for ensuring that Customer's use of the Services is in compliance with applicable legal requirements or industry best practices. Provider cannot guarantee that Customer has the legal right to contact individuals using contact information provided via the Services and it is Customer's sole obligation to ensure that it has proper consent or other legal exemption. Provider's provision of recommendations, advice, or sample communications to Customer does not relieve Customer of its sole responsibility for compliance with applicable legal requirements and industry best practices. Provider is not responsible for any failure of a DNC or wireless list provider to deliver its data accurately, completely, or in a timely fashion.

g. Customer Statistics. Customer expressly acknowledges that Provider shall have the right to monitor Customer's use of the Services and collect and compile Customer Statistics. Provider shall retain all right, title, and interest in and to Customer Statistics. Provider shall have the right to compile Customer Statistics based upon Customer Data sent via, uploaded, or input into the Services. Provider shall have the right to make use of the Customer Statistics for purposes of improving the Services, developing new products and services, and any other internal business purpose. Customer will provide all disclosures and obtain all consents necessary under applicable privacy and data security laws and regulations for Provider to collect, compile, use, and disclose Customer Statistics without restriction.

h. Privacy Policy. Provider's collection and use of Personal Information of Customer and Permitted Users for Provider's own purposes as a business (not as a service provider to Customer) in connection with the Services is described in Provider's Privacy Policy located at <https://www.navigateway.com/privacy-policy>, which is hereby incorporated into this Agreement. To the extent any information in the Privacy Policy conflicts with this Agreement, this Agreement will control.

i. Expiration of Marketing Credits. Marketing Credits are a virtual currency made available by Provider that may be purchased by (or otherwise granted to) Customer and reimbursed by Customer in exchange for access to various features of the Services. Unused Marketing Credits shall expire at midnight of the one-year anniversary of the date they were first awarded to Customer. Customer shall have no right to a refund for expired Marketing Credits. Expired Marketing Credits will not be restored for any reason.

1. Fees; Payment; Taxes.

a. Fees. Customer shall pay to Provider all Fees specified on the applicable Order Form for the provision of the Services. Except as otherwise specified on the Order Form, Fees are based on the Services purchased; payment obligations are non-cancelable; Fees paid, including fees paid for Marketing Credits, are non-refundable; and the Services purchased cannot be decreased during the Term. Provider may increase the Fees for the Services by providing written notice to Customer at least thirty (30) calendar days prior to the date that the increase will become effective.

b. Payment. Customer shall pay the Fees at such times and at such intervals as indicated in the relevant Order Form. All Fees shall be paid by automatic credit card payment or Automated Clearing House transfer, which is a condition to the provision of Services hereunder. In the event that Provider shall institute legal proceedings for the collection of the Fees or any other amounts due hereunder, Provider shall be entitled to all reasonable costs and expenses actually incurred in the collection thereof, including, without limitation, reasonable attorneys' fees.

c. Taxes. Unless otherwise stated, the Fees do not include Taxes. Customer shall be responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Provider's net income or property. If Provider has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be paid by Customer, unless Customer provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

1. Confidentiality.

a. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a Party (the "Disclosing Party") disclosed to the other Party (the "Receiving Party") that (i) if disclosed orally is designated as confidential at the time of disclosure, (ii) if disclosed in writing is marked as "Confidential" or "Proprietary," or (iii) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), Customer Data, provision of the Services, business and marketing plans, technology and technical information, product designs, and business processes. Notwithstanding the foregoing, each Party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such Party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party. Confidential Information shall not include any information that: (A) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (B) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (C) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (D) is received from a third party without breach of any obligation owed to the Disclosing Party; or (E) constitutes Customer Statistics.

b. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written consent. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information to those of its employees and contractors who need to know such information for purposes of performing the Service and certifies that such employees and contractors have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care.

c. Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is Provider, and Provider receives a request for Confidential Information from a governmental agency, court, non-governmental industry regulatory body, or other third party and Provider determines, in its sole discretion, that responding to such request would be in Provider's best interest even if not compelled by law, Provider may disclose the Disclosing Party's Confidential Information to such requestor with or without prior notice to the Disclosing Party (as determined by Provider in its sole discretion).

d. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

e. Survival. Each Party's obligations pursuant to this Section 4 with regard to Confidential Information are effective as of the Effective Date and shall terminate (i) for Confidential Information that does not constitute a trade secret under applicable law, on the date that is two (2) years after the expiration or termination of this Agreement, and (ii) for Confidential Information that constitutes a trade secret under applicable law, on the date that such Confidential Information no longer constitutes a trade secret under applicable law.

1. Intellectual Property Ownership; Rights.

a. Provider IP. Customer expressly acknowledges that Provider reserves, retains, and owns all right, title, and interest, including, without limitation, intellectual property rights arising in any jurisdiction worldwide, in and to the Services and Provider IP.

b. Customer Data. Provider expressly acknowledges that Customer reserves, retains, and owns all right, title, and interest, including, without limitation, intellectual property rights arising in any jurisdiction worldwide, in and to Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferrable, sublicensable license to exercise the copyright, publicity, and database rights Customer has in Customer Data, and to use, copy, perform, reproduce, display and distribute such Customer Data to prepare derivative works, or incorporate into other works, such Customer Data, in any media now known or not currently known. Nothing contained in this Section 5(b) shall be construed as granting Provider the right to sell, publicly distribute, publicly display, or publish Customer Data, except that the immediately preceding clause shall not apply to Customer Statistics. Customer represents and warrants that it has obtained and provided all Customer Data to Provider in accordance with applicable legal requirements and industry best practices, and that Customer's provision of Customer data to Provider will not violate any intellectual property right of a third party.

c. Feedback. If Customer or any Permitted User or agents thereof send, transmit, or in any way provide any communications or materials to Provider, by any medium or means now known or hereafter developed, suggesting or recommending changes to the Services or any Provider IP, including, without limitation, new features or functionality relating to the foregoing, or any other comments, questions, or suggestions (the "Feedback"), Provider shall have the right to use such Feedback without any further obligation to Customer. Customer hereby assigns to Provider, on behalf of Customer and Customer's personnel and agents, all right, title, and interest in, and Provider shall be free to use without any further action, the Feedback and any and all ideas, concepts, techniques, or other components contained in the Feedback for any purpose.

1. Third Party Websites; Content. a. Availability of Third Party Applications. From time to time, Provider or third party providers may offer Third Party Applications and related services to Customer in connection with the Services, including, but not limited to, processing payments for Fees. Customer acknowledges and understands that the use of such Third Party Applications or services may be subject to separate terms and conditions contained on the websites of, or as otherwise provided or made available to Customer by, such Third Party Applications.

b. No Warranty. Provider does not warrant any such Third Party Applications or services. Customer agrees that Provider may allow the parties providing the Third Party Applications to access Customer Data as required for the interoperation of such Third Party Applications with the Services, and any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider. The continuing availability of the Third Party Application is subject to the continued effectiveness and terms of any contract between Provider and the third party provider, and Provider makes no representation or warranty with respect to the availability of such Third Party Applications at any time.

1. Warranties; Disclaimer. a. Mutual Warranties. Each Party hereby represents and warrants to the other Party that such party has the legal power to enter into this Agreement; that the signatory hereto has the authority to bind the applicable Party; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

b. DISCLAIMER. PROVIDER DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SERVICES WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, SECURE, UNINTERRUPTED, ALWAYS AVAILABLE, OR ERROR- FREE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICES WILL COMPLY WITH APPLICABLE LEGAL REQUIREMENTS OR INDUSTRY BEST PRACTICES, THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PROVIDER DISCLAIMS LIABILITY FOR, AND NO WARRANTY IS MADE WITH RESPECT TO, CONNECTIVITY AND AVAILABILITY OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, FUNCTIONALITY OR TRADE PRACTICE, AND WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR ACCOMPANYING DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICE, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS".

c. Text Platform Capabilities. Provider offers a text message platform as part of its Services. Provider's text message platform requires human intervention to initiate each text message. Provider's text message platform cannot (i) randomly or sequentially generate and dial telephone numbers; (ii) function as a predictive or power dialer; or (iii) dial numbers in any other manner that does not involve human intervention for each text message. If Customer utilizes Provider's text message platform, Customer and Provider agree that neither will take any action that would give the text message platform any of the foregoing functionality.

1. Indemnification.

a. By Provider. Provider shall defend, indemnify, and hold Customer harmless against any loss, damage, judgments, awards, settlements, penalties, or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that Customer's use of the Services within the scope of this Agreement infringes the intellectual property rights of such third party; except that Provider shall have no such indemnification obligation to the extent such infringement: (i) relates to use of the Services in combination with other software, data products, processes, or materials not provided by Provider (including, but not limited to Third Party Applications) and the infringement would not have occurred but for the combination; (ii) arises from or relates to modifications to the Services not made or authorized by Provider; (iii) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by Provider; or (iv) arises from Provider's use of Customer Data or Customer Statistics in accordance with the terms of this Agreement.

b. By Customer. Customer shall defend, indemnify, and hold Provider harmless against any loss, damage, judgments, awards, settlements, penalties, or costs (including reasonable attorneys' fees and investigative costs) incurred in connection with: (i) any Claim resulting from Customer's use or alleged use of the Service other than in compliance with the terms of this Agreement; (ii) any Claim alleging that Customer Data provided to Provider infringes the intellectual property or privacy rights of a third party; (iii) any Claim alleging or arising from Customer's negligence or willful misconduct; or (iv) any Claim alleging violations of applicable laws and regulations including without limitation the TCPA, TSR, or state telemarketing/teleservices laws and regulations.

c. Procedure. As an express condition to the indemnifying Party's obligation under this Section 8, the Party seeking indemnification must: (i) promptly notify the indemnifying Party in writing of the applicable Claim for which indemnification is sought; and (ii) provide the indemnifying Party with all non-monetary assistance, information, and authority reasonably required for the defense and settlement of such Claim. The indemnified Party's failure to promptly notify the indemnifying Party will not relieve the indemnifying Party of its obligation except to the extent that such failure materially adversely affects the ability of the indemnifying Party to defend the applicable Claim. The indemnifying Party may elect to assume defense of such claim, including counsel, and direct the course of any litigation or other disputed proceedings concerning the Claim; however, the indemnifying Party's counsel must be reasonably acceptable to the indemnified Party. If the indemnifying Party elects to assume defense of the applicable Claim, the indemnified Party may select its own counsel and direct its own defense of a Claim if it chooses to do so, but it must bear the costs of its own counsel and any activities in any disputed proceeding conducted by counsel of its choosing. The indemnifying Party may settle any Claim, to the extent it seeks a money payment, with or without the consent of the indemnified Party. The indemnifying Party must obtain the indemnified Party's consent to any settlement to the extent it consents to injunctive relief or contains contract terms governing future activities that would materially affect the indemnified Party's business or interests, said consent not to be unreasonably withheld, conditioned or delayed.

d. Waiver of Common Law Indemnification. The foregoing indemnification obligations represent the sole indemnification protections intended by the Parties. Therefore, the Parties waive all right to any indemnification protections provided by common law, statute, or otherwise.

1. Limitation of Liability.

a. GENERAL LIMITATION. IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE LESSER OF (I) AMOUNTS ACTUALLY PAID BY PROVIDER'S INSURANCE ON ACCOUNT OF THE EVENTS GIVING RISE TO THE CLAIM IN QUESTION, OR (II) THE EQUIVALENT OF THREE (3) MONTHS' OF FEES FOR THE SERVICES PAYABLE UNDER THIS AGREEMENT.

b. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. IN NO EVENT SHALL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (I) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (II) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (III) LOSS OF GOODWILL OR REPUTATION, (IV) USE, INABILITY TO USE, LOSS INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (V) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

c. TIME TO FILE CLAIM. NO CLAIM MAY BE BROUGHT BY CUSTOMER PURSUANT TO THIS AGREEMENT UNLESS SUCH CLAIM IS BROUGHT WITHIN ONE (1) YEAR OF THE ACCRUAL OF SUCH CLAIM.

1. Term; Termination.

a. Term. The initial term of this Agreement shall begin on the Effective Date and, unless terminated earlier pursuant to this Section 10, will continue for the period of time indicated in the relevant Order Form (the "Initial Term"). Thereafter, unless specified otherwise in the relevant Order Form or DealMachine declines to renew the Agreement, this Agreement shall automatically renew for successive periods equal in duration to the Initial Term until terminated pursuant to this Section 10 (each successive period called a "Renewal Term"). The Initial Term together with any and all applicable Renewal Terms shall collectively be the "Term."

b. Termination Without Cause. Provider or Customer shall have the right to terminate any Order Form or this Agreement, for any reason or for no reason, by providing the other Party thirty (30) days' notice of such Party's intent to so terminate. This Agreement and each applicable Order Form shall terminate automatically, immediately and without any prior notice to Customer in the event that Customer fails to pay any Fees for the Services thirty (30) days after the date such Fees are due. Termination by either Party pursuant to this section shall not relieve Customer of the obligation to pay any Fees accrued or payable to Provider prior to the effective date of termination. Upon any early termination by Customer pursuant to this paragraph, Provider shall have no obligation to refund Customer any prepaid Fees covering the remainder of the Term.

c. Termination With Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice of a material breach to the other Party if such breach remains uncured at the expiration of such period; (ii) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors and is not dismissed within sixty (60) days; or (iii) in the case of termination by Provider, Customer has violated applicable legal requirements or industry best practices, as determined by Provider in its sole discretion. Upon any termination for cause by Customer, Provider shall refund Customer any prepaid Fees covering the remainder of the Term. Termination for cause by Customer shall not relieve Customer of the obligation to pay any Fees accrued or payable to Provider prior to the effective date of termination. Upon any termination for cause by Provider, Customer shall remain obligated to pay all Fees owed for the remainder of the Term, all of which Fees shall become immediately due and payable in full, and if Customer prepaid Fees, such Fees will not be refunded.

d. Customer Data. Following the expiration or termination of this Agreement, Provider shall (i) convert Customer's account to an inactive status or delete such account, and (ii) have no obligation to save Customer Data.

e. Survival. The provisions of Section 1 and Sections 3 through 11 of this Agreement shall survive the expiration or earlier termination of this Agreement.

1. General Provisions.

a. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. The relationship between the Parties under this Agreement is solely that of independent contracting parties.

b. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

c. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery to the Party to be notified; (ii) the second (2nd) business day after mailing, registered or certified mail, postage prepaid, return receipt requested; (iii) the second (2nd) business day after sending by confirmed facsimile; or (iv) on the same business day if sent by email. Notices to Provider shall be addressed as follows: Navigate Way L.L.C. Attn: Brandon Weaver, 1265 Leona Drive, Beverly Hills, CA 90210, brandon@navigatenow.com. Notices to Customer shall be addressed to Customer's address and contact information in the relevant Order Form or as otherwise provided by Customer.

d. No Legal, Financial, or Tax Advice. No financial, legal, or tax advice or counsel is given, or shall be deemed to have been given by Provider or by the Services.

e. Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

f. Severability. Any provision of this Agreement that is prohibited and unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

g. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

h. GOVERNING LAW; DISPUTES; BINDING ARBITRATION; WAIVER OF TRIAL BY JURY.

This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. Customer and Provider agree to make a good-faith effort to resolve any disagreement arising out of, or in connection with, this Agreement through negotiation. If any negotiation required by this section fails, then at the written request of either Party, any controversy, dispute or claim arising out of or relating to this Agreement or any breach hereof shall be finally settled by arbitration by a single arbitrator, without option to appeal, in Los Angeles, California, applying relevant California state law, pursuant to the Commercial Arbitration Rules ("Rules") then in effect of the American Arbitration Association. Arbitration costs will be borne by each Party as required by the Rules. Customer's pursuit of claims to arbitration, as required by this Agreement, is limited to Customer's own claims. Customer waives any right to assert any claims against Provider as a representative or member in any class or representative action, except where such waiver is prohibited by applicable law. The award made in such arbitration shall be entered in any court having jurisdiction thereof solely for the purpose of applying for an order confirming, modifying, correcting or vacating the award. The arbitrator shall have no power to alter, amend, revoke or suspend any of the provisions of this Agreement. Except to the extent required by law, no party, arbitrator, representative, counsel or witness shall disclose or confirm to any person not present at the arbitration hearings any information about the hearings, including the names of the parties and arbitrators, the nature and amount of the claims, the financial condition of any party, the expected date of hearing or the award made. At the end of any arbitration, the arbitrator shall award reasonable fees and costs to the prevailing party in such arbitration, to the extent authorized by applicable law. Customer understands that it would have had an opportunity to litigate any controversy, dispute or claim arising out of or relating to this Agreement through a court, to have a judge or jury decide its case, and to participate in a class or representative action, but has instead chosen to have any controversy, dispute or claim resolved through individual arbitration. Any dispute regarding the enforceability or scope of this arbitration provision will be heard in the state or federal courts of Los Angeles, California, and each party consents to the jurisdiction thereof.

i. Force Majeure. Except for obligations of Customer for the payment of Fees or other sums hereunder, if either Party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, that party shall give to the other party prompt notice of the force majeure with reasonable specificity. Thereupon the obligations of the Party giving notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected Party shall use all reasonable diligence to remove the force majeure as quickly as possible. The term “force majeure” shall without limitation mean an act of God, strike, industrial disturbance, act of the public enemy, war, blockage, public riot, lightning, fire, storm, flood, epidemic/pandemic, failure of utilities, failure of internet collocation facilities or other Internet failure, any unauthorized server or computer violation or other security violation, explosion, governmental restraint, or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming suspension.

j. Entire Agreement. This Agreement, including all Order Forms, constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment, or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order Form, the terms of this Agreement shall prevail unless expressly stated otherwise in the applicable Order Form. The language used in this Agreement shall be deemed to be language chosen by both Parties hereto to express their mutual intent, and no rule of strict construction against either Party shall apply to rights granted herein or to any term of condition of this Agreement.

k. Precedence. To the extent that the Parties have entered into any other written agreements for the provision of services that are beyond the scope of the Services provided pursuant to this Agreement, and to the extent that such agreements conflict with the terms of this Agreement, the terms of this Agreement shall control as to the contents hereof and the subject matter contained herein with respect to the provision of the Services, unless expressly provided to the contrary in such other agreements.

l. Acceptance. Customer accepts and agrees to be bound and abide by the terms of this Agreement in any of the following manners: Customer (i) clicking a box indicating Customer’s acceptance of this Agreement; (ii) performing some other form of assent hereto; or (iii) executing or otherwise agreeing to an Order Form that references this Agreement and of which this Agreement is a part. Such acceptance shall apply to Permitted Users.

m. Changes to Agreement. Provider reserves the right to modify the terms and conditions of this Agreement, and such modifications shall be binding on Customer immediately upon posting of the updated Agreement to the Services. Customer should check for updates frequently. Provider reserves the right to modify any information on pages referenced in the hyperlink(s) from this Agreement from time to time, and such modifications shall become effective upon posting. Continued use of the Services after any such changes shall constitute Customer's consent to such changes. Unless material changes are made to the arbitration provisions herein, Customer agrees that modification of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).