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You agree that Livetone Co. is solely responsible for the App and the App Provider is under no obligation to provide maintenance or support services for the App.

In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App and shall not be responsible for any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.

The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Livetone Co. will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

You agree to comply with all applicable third party terms of service when using the App.

## **Google Maps API**

The App uses Google Maps API but is not endorsed or certified by Google. By using the App, you explicitly agree that you are bound by [Google's Terms of Service](#). Livetone Co. is not responsible for the quality or maintenance of the information provided by Google Maps API. You acknowledge that Google may cancel the availability of this service without prior notice or warning and that Livetone Co. is not liable for any loss of service due to such cancellation.

## **Advertisements**

Services may, at some point, include advertisements on the Service, queries made through the Service, or from other information. The types and extent of advertising on the Services are also subject to change over time. In consideration for providing you the Services, you agree that we and our third party providers and partners may place advertising on our Services or in connection with the display of content or information on our Services.

## **Registering a Clue CRM Account**

By registering for a Clue CRM account, you represent that you of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. When registering an account, you may be required to provide certain personal information about yourself and establish a username and password. To review Clue CRM's Privacy Policy, [click here](#).

## **Unauthorized Activities**

Our Service may be used and accessed for lawful purposes only. You agree that you will not do any of the following while using or accessing the

Service: (i) attempt to access or search the Service or download Content from the Service through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other generally available third party web browsers; (ii) access, tamper with, or use nonpublic areas of the Service, our computer systems, or the technical delivery systems of our providers; (iii) gather and use information, such as other users' names, real names, email addresses, available through the Service to transmit any unsolicited advertising, junk mail, spam or other form of solicitation; (iv) use the Service for any commercial purpose or for the benefit of any third party or in any manner not by these Terms; (v) violate any applicable law or regulation; or (vi) encourage or enable any other individual to do any of the foregoing. We reserve the right to investigate and prosecute violations of any of the above and/or involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

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## **Data Sync**

In order to use the App, you will need to sync your data by importing your address book contacts into the App. You agree to safeguard critical data by backing up said data prior to using the App and by keeping a copy of all data synced with the App. You understand and agree that you are solely responsible for any backup, archiving, or storage as well as restoration if required, of your data.

## **Feedback**

All comments, feedback, information or materials submitted to Livetone Co. through or in association with this website or App shall be considered nonconfidential and Livetone Co.'s property. By submitting such comments, information, feedback, or materials to Clue CRM, you agree to a nocharge assignment to Livetone Co. of worldwide rights to use, copy, modify, display and distribute the submissions. Livetone Co. may use such comments, information or materials in any way it chooses in an unrestricted basis.

## **User Conduct**

You may use the Services for lawful purposes only. You shall not post or transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Livetone Co.'s express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in Livetone Co.'s discretion restricts or inhibits any other User from using or enjoying Services or violates any of the terms and conditions of Services will not be permitted.

## **Indemnity**

You agree to indemnify and hold Livetone Co. harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) we

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Livetone Co. may, in its sole discretion, terminate or suspend your access to all or part of the Clue CRM website, including, but not limited to any bulletin boards, or blogs on its site, for any reason, including without limitation, breach of this agreement. In the event this agreement is terminated, the restrictions regarding materials appearing on the site and the representations and warranties, indemnities, and limitation of liabilities set forth in this agreement shall survive any such termination.

## **Governing Law; Jurisdiction and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida exclusive of its choice of law principles. The Florida courts shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and each party hereby consents to the jurisdiction and venue of such courts.

## **General Provisions**

If any provision of this agreement is deemed void, unlawful or otherwise unenforceable for any reason, that provision shall be severed from this agreement and the remaining provisions of this agreement shall remain in force. This contains the entire agreement between you and Livetone Co. concerning your use of the Services, and the agreement shall not be modified, except in writing, signed by both parties. If you have questions regarding the Services Terms and Conditions, please email: [info \[at\] cluecrm.com](mailto:info@cluecrm.com)