

The following sets forth the terms and conditions (“Terms” or “Agreement”) for services provided by Hopscript, LLC (Hopscript). By accessing, browsing or signing up for our services provided on the website www.hopscriptagent.com, you acknowledge that you have read, understood and agree to comply with our Terms. Please carefully read all the parts of your agreement with Hopscript, LLC.

Hopscript may modify, alter or update Terms at any time without prior notice, and your subsequent use of the service shall constitute your consent to the modification, alteration or update. By signing up for our service, the person, agents or entity (Company) agree to the following Terms and has a moral obligation to abide by these Terms.

1. Introduction; Definitions; Acceptance of Terms

1.1 Introduction: These Terms and Conditions (“Terms”) constitute the agreement between Hopscript, LLC (“Hopscript”) and the user of Hopscript’s communications Services and any related products or Services. This agreement governs our Service, as defined below, and all Hopscript applications and software. It also applies to all logins, virtual numbers, dialing and data services on each Hopscript account. Hopscript is sometimes referred to as “the company,” “we,” “us,” or “our” and the user is sometimes referred to as “you,” “your,” or “user,” “client” or “customer”.

1.2 Definitions

- **“Terms”** is defined as these Terms and Conditions together with any Legal Notices applicable to the Services, all price schedules, and other supplemental documents that may supplement these Terms now or in the future.
- **“Service”** is defined as all Hopscript products, software, services and web sites, including, but not limited to, Subscriptions , Additional Services.
- **“Subscription”** is defined as each and every Hopscript named subscription package and/or Service as offered by Hopscript, including but not limited to lead broker accounts, agent accounts, etc.
- **“Subscription Date”** is the day you sign up for Hopscript.
- **“Renewal Date”** is the day that the current monthly time period for the Service you have purchased expires and is also the day that your payment is due for a Subscription to be renewed so that it stays in effect.

1.3 Acceptance of Terms:

You may not use the Service without first agreeing to the Terms. By using the Service you confirm your acceptance of, and agree to be bound by, the Terms. You may not use the Service if you are not of legal age to form a binding contract or are a person otherwise barred from using the Service under the jurisdiction under which you reside. Unless explicitly stated otherwise, this agreement will govern the use of any new features that augment or enhance the current Services, including but not limited to, the release of new Hopscript software, applications, and services. In the case of any violation of this agreement, Hopscript reserves the right to seek all remedies available by law and in equity

2. Privacy

Hopscript is committed to protecting your privacy and **Customer Data, which is defined as electronically submitted data or information from you for use with the Services..** Except as required by law or for enabling us to provide the Services, Hopscript does not share, distribute, or sell such Customer Data. Customers who sign up for Hopscript are required to provide contact information. Such information contains name, email address, phone number, business name, billing address, and credit card information. This information is what is used to sell and/or set up the Service. Hopscript may log your IP address information as a visitor or customer of www.hopscriptagent.com.

This information is used to verify technical problems, investigate fraud, respond to charge back claims and regulate what changes we can make to our site to improve quality and service.

- **Security** The Hopscrip Site has set security measures designed to assure and protect against the loss and misuse of your Data. Hopscrip also has identification security such as email address, and password to prevent unauthorized access to a Customer's personal account.
- **Your Data** Customers of the Hopscrip Service will be using www.hopscriptagent.com to host data and information. Hopscrip will not share, distribute, or sell Customer Data unless required by law or as necessary in order to provide the Services. Customer Data may at times be viewed and/or accessed by Hopscrip, but only for the purposes in resolving a technical support issue.

3. Billing, Charges, Refunds and Pre-Authorization Highlights:

- Hopscrip is a pre-paid, month-to-month service.
- The Service is a subscription service with 'auto-billing'.
- Monthly recurring subscription charges take place on the Subscription Date.
- Adding agents, dialing licenses or dialer add-on's will result in a pro-rated charge between that time and the next Renewal Date.
- Removing agents will NOT result in a pro-rated refund.

Acceptable forms of payment are Visa, Master Card, American Express and Discover Card. At the time you make your initial purchase, you will supply a credit card to which Hopscrip will charge your purchase. Unless you cancel the Services or change your credit card information in the Account section, Hopscrip will make all future charges for Services to that Credit Card ("Default Card").

3.1 Recurring Billing

Hopscrip services as **pre-paid** Subscriptions of 30 days and recur every Subscription Date. The minimum term for any Service is 30 days, prepaid.

Pre-paid plans are not refundable. The initial subscription begins on the Subscription Date. Subscriptions renew automatically on the Renewal Date for successive terms of the same length without further action by or notice to you unless you cancel the services via the account section of the Hopscrip site.

3.2 Non-Payment

You are responsible for having funds available on your Default Card. If for any reason, we attempt to process your recurring subscription payment on your Renewal Date and are unsuccessful, we will send the account holder a courtesy email and leave your account active for a grace period of 24 hours to allow updating of the payment method. We will attempt the payment again at the end of the 24 hour period, if the charge is successful, your Subscription will continue and your monthly recurring charges will continue to be paid on the Renewal Dates. If the charge is declined, we will make your account inactive effective immediately until you reactivate your account.

3.3 Pre-Authorization, Refunds

All Services provided by Hopscrip are paid in advance and are non-refundable. All account changes must be done in the Account area of the Hopscrip system. All account changes will be confirmed via email to the specified email address on file. All Subscriptions are recurring and charges to your credit card or debit card will be made on the next Renewal Date without further authorization from you.

3.4 No Refunds for Subscription Changes

Hopscrip does not offer refunds for any Subscription or Service ordered or changed at any point within the current billing cycle. It is your sole responsibility to change your subscription plan prior to the start of the next Renewal Date to change or modify any services, subscriptions, or accounts. All account changes will be confirmed via email to the specified email address on file.

3.5 No Refunds for Non-Use

Hopscrip does not offer refunds for any Services ordered but not used. It is your sole responsibility to cancel any Services, Subscriptions, or accounts as identified in *Section 4: Cancellation of Account*

3.6 No Refunds for Interruption of any Hopscrip service

Hopscrip does not offer any refunds for any interruption of Hopscrip services including customer related network or VoIP service related issues.

3.7 Billing Disputes

If you wish to dispute any Hopscrip charge on your account, you must notify us within 14 days after you receive your statement from your bank or credit card issuer. If you do not dispute the charges within 14 days, you waive any right to contest the charges. If we receive notification from your bank or credit card issuer of a charge back, we will immediately terminate your account without refund.

3.8 Fraudulent Charges

If you believe your financial information is being stolen, fraudulently used, or otherwise being used in an unauthorized or unwanted manner you must contact Hopscrip immediately. When you notify Hopscrip of suspected fraudulent use, you will be asked to provide the credit card number in question and verification of your billing address. Until you notify us, you will be liable for all use of our Service using information stolen from you and any stolen, fraudulent, or unauthorized use of our Service.

4. Cancellation of Account

You may cancel your Hopscrip account at any time for any reason. We do not take cancellation requests via phone. Your account will schedule for cancellation and you will have access to it until the next Renewal Date.

You will receive an email confirmation of your cancellation. Failure to cancel properly will not result in any refunds. It is up to you to confirm your account has been successfully scheduled for cancellation. Your account and Customer Data will be saved for a 30-day period after cancellation. During this 30-day period you can reactivate your account by logging in and submitting payment. After 30 days, your account will be deleted and you will no longer have access to your data.

In addition to the terms contained herein, Hopscrip reserves the right to terminate an account, Service, or Subscription at any time, with or without notice. Additionally, Hopscrip reserves the right to suspend or cancel your Hopscrip account and Service without notice upon rejection of any credit card charges.

5. Hopscrip Data Service

5.1 Limited License

Hopscrip hereby grants a limited, non-exclusive, non-transferable, revocable limited license to Hopscrip Data for which the Customer has purchased as part of their service. This limited license permits the Customer to utilize Hopscrip for their individual purposes. Customer acknowledges that Hopscrip Data constitutes Hopscrip's trade secret, proprietary information, and agrees not to share, copy, reproduce, or redistribute Hopscrip Data without the express written permission of Hopscrip.

5.2 Copyright and Intellectual Property Rights

Customer acknowledges and agrees that Website and Hopscrip service leads are Hopscrip trade secrets, and proprietary products and information protected under U.S. copyright and intellectual property laws. Customer further acknowledges and agrees that all rights, title and interest in and to the Website and Hopscrip , including any associated intellectual property rights, are and shall remain with Hopscrip. This Agreement does not convey an interest in or to the Customer, but only a limited license revocable in accordance with terms of this Agreement. You agree not to reverse engineer, disassemble, or attempt to derive the source code of any part of the Services or the Website.

6. Confidentiality

You acknowledge that confidential information may be obtained during the course of doing business and over the term of this Agreement. This information may include operations and affairs of Hopscrip, including particular methods and procedures used by it to conduct business, and agree that all records, data, materials, and all other information and equipment provided by Hopscrip are the sole property of Hopscrip and remain so after termination of this Agreement. You agree to surrender all such information or material to Hopscrip on demand or upon termination of this Agreement by either party.

You agree that by subscribing to the Services, you will have received confidential information about Hopscrip, and that for a period of 72 months, irrespective of cause of termination of said agreement, you will not either directly or indirectly, personally or by any agent, disclose, reproduce, disseminate, or otherwise produce in oral, written or electronic fashion, to any person, firm, or corporation, the name, or by means of any corporate or other device. Nor will you divulge information or data concerning Hopscrip, including, customer names, prices, terms or particulars of Hopscrip, whether by sale, gift, or any device, subterfuge or evasion. You will in good faith protect the goodwill of Hopscrip

7. Cellular and Other Third Party Charges

The Service includes the ability to connect via your cellular network at your choice. You agree and understand that by using the Service that you will be billed by your cellular provider for calls placed to our servers via your cellular connection. Hopscrip is not responsible or liable for any third party fees or charges incurred by you or your agents in connection with this Agreement, including but not limited to, banking fees, overdraft fees, cellular phone charges, and/or similar charges incurred or minutes used for calls placed using a cellular connection. You agree not to hold Hopscrip liable for any cellular charges, fees, or taxes incurred with your cellular provider. All calls placed using cellular voice or cellular data (e.g. 3G, 4G, etc.) connections will be billed by your cellular provider.

8. Service

10.1 Connection Requirement

The Service requires a high-speed broadband connection, a wireless Internet access point, cellular voice or cellular data connection (e.g. 3G, 4G, etc.) for use, which we do not provide. Events beyond our control may affect or service, such as power outages, fluctuations in the Internet, your underlying

ISP, broadband service, cellular data provider, maintenance, or acts of God. We will act in good faith to minimize disruptions to your use of and access to our Service. You hereby release and agree to hold harmless Hopscrip from and against all damages or liabilities of any kind related to service interruptions, including events outside of Hopscrip's control.

9. Your Compliance Obligations Regarding Telemarketing, Do-Not-Call, and other Laws and Regulations Applicable to Your Use of the Services

YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES MAY BE SUBJECT TO ONE OR MORE STATE AND FEDERAL LAWS AND REGULATIONS GOVERNING TELEMARKETING ACTIVITIES, INCLUDING LAWS ADMINISTERED BY THE FEDERAL COMMUNICATIONS COMMISSION AND THE FEDERAL TRADE COMMISSION, AS WELL AS STATE ATTORNEYS GENERAL AND OTHER STATE REGULATORS. YOU REPRESENT AND WARRANT TO US THAT YOU WILL BE IN COMPLIANCE WITH ALL SUCH LAWS AND REGULATIONS IN YOUR USE OF ANY PART OF THE SERVICES, AND YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE UNDERTAKEN INDEPENDENT EFFORTS TO CONFIRM YOUR COMPLIANCE WITH SUCH LAWS AND REGULATIONS AND HAVE NOT IN ANY WAY RELIED ON ANY COMMUNICATION BY US, WHETHER ORAL OR IN WRITING, REGARDING SUCH COMPLIANCE BY YOU.

As Customer, you assume all liability and responsibility for operating the Services according to any federal, state, provincial, or local laws, regulations, rules, and requirements, including but not limited to laws, regulations, rules, and requirements regarding telemarketing, recording conversations, consumer protection, the use of automatic, power, predictive dialers, automatic telephone dialing systems, text messaging, or e-mail. You are aware that such laws include rules, regulations, and limitations regarding commercial solicitations and/or the making of prerecorded, artificial voice, and autodialed telephonic messages or text messages to homes and businesses without the prior express and/or prior express written consent of the called party. You acknowledge that you understand that the violation of any such laws may result in significant penalties and other sanctions. You further acknowledge and agree that you should consult with your own counsel, prior to using the Services, to determine the extent of permissible solicitation activities. You agree to use this product in accordance with all legal requirements. Hopscrip will not be responsible for any illegal use of its services. You are responsible for all insurance, tax, and license requirements applicable to your use of the Services.

11.1 Do Not Call

Do Not Call compliance, including compliance with state DNC laws, is solely the responsibility of you, the Customer. Hopscrip is not responsible for any customer misuse, intentional or unintentional, of any data provided, including DNC data.

12. Warranty Disclaimer

THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND Hopscrip MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY SIMILAR WARRANTY, WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF OR ANY COUNTRY. Hopscrip MAKES NO REPRESENTATION OR WARRANTIES THAT THE SERVICES ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF SERVICES SHALL BE BORNE SOLELY BY YOU. Hopscrip MAKES NO WARRANTY ON UPTIME, MEAN-TIME BETWEEN FAILURES, QUALITY OF SERVICE, AND/OR QUALITY OF VOICE OR EMAIL COMMUNICATIONS. Hopscrip MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE,

ERROR FREE OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. Hopscript IS NOT RESPONSIBLE FOR MESSAGES, DATA OR INFORMATION LOST OR MISDIRECTED DUE TO INTERRUPTIONS OR FLUCTUATIONS IN THE SERVICES OR THE INTERNET IN GENERAL. Hopscript IS NOT RESPONSIBLE FOR THE CONTENT OR FUNCTIONALITY OF ANY THIRD-PARTY NETWORK USED IN CONNECTION WITH THE SERVICES. YOU UNDERSTAND AND AGREE THAT ANY DATA OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED THROUGH USE OF THE SERVICES ARE AT YOUR SOLE RISK AND DISCRETION AND Hopscript WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Hopscript, ITS EMPLOYEES, PARTNERS, AFFILIATES OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

SOME JURISDICTIONS DO NOT PERMIT THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO CERTAIN OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU.

13. Limitation of Liability

Hopscript's TOTAL AGGREGATE LIABILITY TO YOU FROM ALL ACTION AND UNDER ALL THEORIES OF LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNT PAID TO Hopscript BY YOU FOR THE SOFTWARE AND SERVICES FOR THE MONTH PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO ANY LIABILITY OR LOSS. Hopscript SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUES, LOSS OF BUSINESS OPPORTUNITY OR LOSS, CORRUPTION OR INACCESSIBILITY OF DATA, WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (WHICH INCLUDES NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

14. Prohibited Uses of the Services

You agree that you will not use the Services in violation of applicable laws, regulations or the Terms of this Agreement. Without limitation, you agree not to:

- Transmit defamatory, harassing, obscene, or unlawful messages which harm, threaten to harm, or violate the rights under law of any individual;
- Violate the privacy of individuals to whom you direct calls or messages when using the Services;
- Attempt to defeat, circumvent or compromise the security of any part of the Services.

15. Indemnification

You agree to indemnify, defend, and hold harmless Hopscript, its CEO, board, officers, employees, shareholders, and agents from and against any and all losses and expenses (as defined below) incurred in connection with any lawsuit, litigation, arbitration, demand, adjudicatory proceeding, regulatory proceeding, formal or informal inquiry, claim, complaint, investigation, or any settlement therefrom which arises directly or indirectly from, as a result of, or in connection with: any violation of the Terms by you or any third-party using your account; any negligent acts, omissions or misconduct by you; any claim of libel, defamation, violation of rights of privacy or publicity; any loss of service by other customers; any infringement of intellectual property or other rights of any third parties; your use of the Services or Hopscript's software, systems, or data purchased; or any violation by you of any laws, rules or regulations, including consumer protection laws, the Telephone Consumer Protection Act and its regulations, the Do-Not-Call laws and related regulations, and any other laws, rules, or

regulations concerning e-mail, text message, and telephonic communications ("Indemnified Claims"). The term "losses and expenses" as used in this Section 15 (Indemnity) shall include compensatory, exemplary, actual, incidental, special or punitive damages; fines and penalties; court or arbitration costs; attorney's fees and costs; expert fees and costs; costs associated with investigating and defending the claims; settlement amounts; judgments; awards; compensation for damage to our reputation and goodwill; and all other costs associated with any of the foregoing. You further agree that we have the right (but not the obligation), and at your expense and risk, to choose counsel and assume control of the defense and/or settlement of any indemnified claims. Our assumption of defense does not modify your indemnification obligations. This section survives the termination of your relationship with us.

16. Force Majeure

Hopscrip shall not be held responsible for events beyond our control that may affect or disrupt Service, such as power outages, fluctuations in the Internet, your underlying ISP, broadband service, cellular data provider, maintenance, or acts of God. We will act in good faith to minimize disruptions to your use of and access to our Service. You may be notified of any planned maintenance that will disrupt

17. Changes to this Agreement

We reserve the right to change the terms and conditions of this agreement at any time. By subscribing to the Service, you agree that we may provide to you by use of electronic communications required notices, agreements, and other information concerning Hopscrip, including changes to this agreement. We may give you notice of a change by posting the change on the website, on your account webpage, or by other permitted communication. Such notice will be considered given and effective on the date posted. These changes will become binding on you on the date they are posted and we are not required to give you further notice in order for you to continue using Hopscrip's service. By continuing to use the service after revisions are in effect, you accept and agree to all revisions. If you do not agree to the changes, you must terminate your service immediately. If you want to withdraw your consent to receive notices electronically, you must discontinue your use of Hopscrip's services. If you continue to use the Services, we will consider this your acceptance of any changes. We reserve the right to update these Terms at any time.

18. Miscellaneous

The Customer and Hopscrip are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement. These terms and Conditions shall be governed and interpreted according to the laws of the State of South Carolina, irrespective of any conflicts of law principles. You agree that the state and federal courts of South Carolina are the sole and exclusive venue and forum for any disputes arising out of or relating to this Agreement and that you irrevocably consent to the jurisdiction of the state and federal courts of South Carolina and waive any objection to the jurisdiction or venue of such courts. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provisions and of the entire Agreement shall not be affected thereby. Except as allowed by Hopscrip above, the Agreement may not be amended without the affirmative prior written consent of both parties. No waiver of any default in performance of this Agreement by either party, or waiver of any breach or a series of breaches of any of the terms, covenants or conditions of this Agreement shall constitute a waiver of any subsequent breach or a waiver of such terms, covenants or conditions. Headings herein are for conveniences of reference only and shall not be considered in any interpretation of this Agreement. These Terms and the Order Form describe the entire Agreement between Hopscrip and the Customer and supersede any other verbal or written agreements regarding the subject matter of this Agreement. This Agreement shall survive any change in the ownership of the Customer or of Hopscrip.

