

Leadstormer.ai – Website and System  
Terms of Service  
Last Revised: Dec 1st, 2024

LeadStormer.ai, (“LeadStormer.ai”, “we”, “our”) welcome you (the “User(s)”, or “you”) to our primary website at [www.LeadStormer.ai](http://www.LeadStormer.ai) (the “Site”) and to our System, intended to assist business owners and marketers with Lead Generation. Our Site offers basic information regarding our company and our services, and serves as an access point to the System (“Service(s)”, as further detailed below). Each of the Site's and System's Users may use the Site and the System in accordance with the terms and conditions hereunder. The term “User” or “you” refers to (i) users visiting the Site.

## 1. Acceptance of the Terms

By entering, connecting to, accessing or using the Site and/or System, you acknowledge that you have read and understood the following terms of use, including the terms of our Privacy Policy (“Privacy Policy”) at [https://leadstormer.ai/Privacy\\_Policy.pdf](https://leadstormer.ai/Privacy_Policy.pdf) and our Cookie Policy (“Cookie Policy”) at [https://leadstormer.ai/Cookie\\_Policy.pdf](https://leadstormer.ai/Cookie_Policy.pdf) (collectively, the “Terms”) and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Services and you acknowledge that these Terms constitute a binding and enforceable legal contract between LeadStormer.ai and you. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER, CONNECT, ACCESS OR USE THE SITE AND/OR THE SYSTEM IN ANY MANNER.

The System is available only to individuals who (a) are at least sixteen (16) years old; and (b) possess the legal capacity to enter into these Terms (on behalf of themselves and their organization) and to form a binding agreement under any applicable law. Therefore, you hereby represent that you possess the legal authority to enter into these Terms and to form a binding agreement under any applicable law, to use the Site and/or System in accordance with these Terms, and to fully perform your obligations hereunder.

## 2. Our System

- LeadStormer.ai provides a web-based application and Services dedicated to individuals, teams, and organizations that use outbound email outreach for business-to-business (B2B) prospecting purposes or building B2B partnerships.
- LeadStormer.ai generates converting email sequences according to the preferences of the User, using User's email accounts.
- Nonetheless, the User is responsible for the use of LeadStormer.ai services, especially the amount of Interactions that LeadStormer.ai will generate, which also includes pre-filled values on LeadStormer.ai web interface.

- LeadStormer.ai cannot be held responsible for technical damages, such as domain getting blacklisted, or excessive interactions leading to legal or technical damages.

Accepting these Terms of Service constitutes a condition to use Services provided by LeadStormer.ai and each User is obliged to do so before accessing Our Service.

LeadStormer.ai reserves its right to refine features, modify functionality, suspend or terminate the Service or the Website. Such action may be taken without prior notice to the Customer if necessary from a business or a technical perspective.

Users may choose to sync data to the Services directly from their existing third party services account(s) ("Third Party Service(s)") through open standard for authorization (Oauth) (collectively "User Data", as further defined below).

The Site may provide you with comprehensive information and news regarding LeadStormer.ai, company overview, partners, news regarding our company including any other content related thereto such as contact information, videos, text, files, logos, button icons, images, data compilations, links, other specialized content, technical data, documentation, know-how, specifications materials, designs, data, the "look and feel" of the Site, algorithms, source and object code, interface, GUI, interactive features related graphics, illustrations, drawings, animations, and other features obtained from or through the Site (collectively, the "Content").

The Service includes social platforms, enabling Users to share various kinds of information, including texts, photos, videos and other expressions (the "User Generated Content" as further detailed below). In addition, the Site provides Users who sign up for our newsletter certain services, for example, provide Users with updates via e-mail regarding our developments, new services, general content etc. (the "Newsletter Subscription").

PLEASE NOTE:

ALL RIGHTS IN AND TO THE CONTENT AVAILABLE ON THE SITE (OTHER THAN THE USER GENERATED CONTENT) ARE RESERVED TO LeadStormer.ai OR ITS LICENSORS. TO THE EXTENT LEGALLY PERMISSIBLE, THE SITE, THE SYSTEM AND THE CONTENT AVAILABLE THEREIN ARE PROVIDED ON AN "AS IS" BASIS. LeadStormer.ai WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSS INCURRED TO YOU OR ANY OTHER PERSON AS A RESULT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, THE SYSTEM AND/OR THE CONTENT AVAILABLE THEREIN, AND/OR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE USE OF THE SITE AND/OR THE CONTENT.

YOUR USE OF THE SITE, THE SYSTEM, THE USER GENERATED CONTENT AND/OR THE CONTENT AVAILABLE THEREIN IS ENTIRELY AT YOUR OWN RISK.

YOU AGREE TO TAKE ALL NECESSARY PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH LEADS GENERATED USING THE SERVICE WITH WHOM YOU INTERACT AS A RESULT OF YOUR USE OF THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR SUCH COMMUNICATIONS AND INTERACTIONS AND EACH USER IS RESPONSIBLE FOR HIS OWN SAFETY.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT LeadStormer.ai ACTS MERELY AS A VENUE AND IS NOT, IN ANY CASE, A RETAILER. LeadStormer.ai IS NOT DIRECTLY OR INDIRECTLY INVOLVED IN ANY WAY OR MANNER IN ANY ACTUAL TRANSACTION BETWEEN USERS AND LEADS.

PLEASE NOTE: WE HOPE TO FACILITATE THE ENGAGEMENT BETWEEN USERS AND LEADS FOR THE PURPOSE OF ALLOWING USERS TO OFFER AND RECEIVE SERVICES; HOWEVER LeadStormer.ai MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE QUALITY OF THE ENGAGEMENT. ANY DISPUTES RELATED TO THE QUALITY OF ENGAGEMENT CAN ONLY BE SORTED OUT BY THE PARTIES THEMSELVES.

LeadStormer.ai CANNOT, AND WILL NOT, MAKE ANY DECISIONS REGARDING DISPUTES WHICH ARE RELATED TO THE QUALITY OF ENGAGEMENT.

YOU ACKNOWLEDGE AND AGREE THAT LeadStormer.ai DOES NOT HAVE ANY OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY LEAD. WE DO NOT INVESTIGATE OR VERIFY ANY SUCH LEAD'S REPUTATION, CONDUCT, MORALITY, AND/OR CRIMINAL BACKGROUND.

LeadStormer.ai DOES NOT, EITHER EXPRESSLY OR IMPLICITLY, IN ANY MANNER ASSUME ANY RESPONSIBILITY FOR ANY LOSS, INJURY DAMAGES INCURRED AS A RESULT, OR IN CONNECTION WITH, THE USE OF THE SITE, THE SERVICES OR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE USE OF THE SERVICES. WE DO NOT GUARANTEE THAT ANY OF THE USERS' NEEDS WILL BE FULFILLED.

You hereby acknowledge and agree that you may be charged for Internet, maintenance of network connection and data usage charges made through use of the Site, according to the applicable rates charged by your respective third party Internet and data usage service provider as may be from time to time.

### 3. Registration and User Account

In order to use the System you are required to register and create an account (the "Account") by completing the registration form available on the Site.

Your Account is password protected. In order to protect the security of your Personal Information available on your Account to the greatest extent possible, you must safeguard and not disclose your Account log-in details and you must supervise the use of such Account. You must provide accurate and complete information when creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. Otherwise, we will not be able to provide you with the Service and to contact you when necessary.

You may not assign or transfer your rights or delegate your duties under the Account without the prior written consent of LeadStormer.ai. You must notify us immediately of any unauthorized use of your Account or any other breach of security and in such event you must change your password immediately via the settings in the Site. We cannot and will not be liable for any loss or damage arising from any failure of yours to comply with these Terms, i.e., if someone else accesses your Account through the registration information he/she has obtained from you or through a violation by you of these Terms, or for any unauthorized use of your password or Account or any other breach of security.

If you wish to either change your user name or password to log-in, or cancel and remove your Account, you may use the setting menu or you can send us an e-mail of your request to: support@LeadStormer.ai.io. Your Account will terminate within reasonable time following your request to terminate your Account.

YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE PASSWORD AND ACCOUNT AND FOR ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT. If we in good faith believe you have created an Account impersonating another person you may be exposed to civil and/or criminal liability.

CANCELLING YOUR ACCOUNT MAY CAUSE THE LOSS OF CERTAIN INFORMATION YOU PROVIDED US AND/OR THE CAPACITY OF YOUR ACCOUNT. WE DO NOT ACCEPT ANY LIABILITY FOR SUCH LOSS.

#### 4. Interactive Areas

Registered Users can interact with leads, such as by writing email messages to each other and contact with each other ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and use them at your own risk.

As a provider of such Interactive Areas, LeadStormer.ai is not liable for any statements, representations or User Generated Content provided by its Users or leads in such Interactive Areas and will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with the Interactive Areas.

You expressly agree that the content transmitted via the Interactive Areas will not include any unsolicited promotions, advertising, contests or raffles or any content which is unlawful for you to possess, post or upload in the country in which you are resident, or which it would be unlawful for LeadStormer.ai to use or possess in connection with the Service (including but not limited to any content which is defamatory, libelous, pornographic, indecent, harassing, threatening, abusive or fraudulent).

Any use of the Interactive Areas or other portions of the System in violation of the foregoing restrictions specified in these Terms, constitutes violation of these Terms and may result, inter alia, in termination or suspension of your rights to use the Interactive Areas and/or the Service.

#### 5. Fees and Payments

5.1. LeadStormer.ai is offering paid services. Multiple subscription plans. Subscription plans may be subject to fees related to the number of email mailboxes connected to LeadStormer.ai, leads generated or amount of emails sent. Plans offer and fees conditions are detailed on this webpage : <https://www.LeadStormer.ai/pricing>.

5.2. Subscription will be conveniently renewed at the end of your monthly or annual subscription term.

5.3. Fees are pre-paid every 1st of the month. LeadStormer.ai may dispatch the payments on several days and will notify the user about it by email or any other communication channel. All fees are non-refundable, i.e. there are no refunds or credits for periods where the Client did not use an activated Account, used it only partially, or deactivated the Account or terminated these Terms during an ongoing payment interval.

5.4. A trial period is for 7 days and only for one mailbox for one person. After the trial, the subscription is then considered as active and fees are applied.

5.5. LeadStormer.ai also offers yearly payments. Yearly payments are non-refundable once paid.

5.6. If fees are not paid in the following 7 days, LeadStormer.ai has the right to permanently delete the Account, including all Client Data therein.

5.7. When subscribing to LeadStormer.ai service, or adding a payment method, the user must ensure the email address provided for the LeadStormer.ai account is valid, able to receive emails from LeadStormer.ai, and emails we will deliver to that email inbox are read by the user (eg. paid invoices or unpaid invoice notifications).

5.8. The Subscription is valid for an unspecified period of time. Either of the sides can

terminate the Agreement without giving a reason. Upon the termination, the User will be able to access their LeadStormer.ai Account for the period which has been covered by the last payment.

5.9. Once cancelled, We may permanently delete Your Account and all the data associated with it, including Your emails from LeadStormer.ai. In case of no login to the Account for 12 or more months, We may treat Your Account as inactive and permanently delete the Account and all the data associated with it.

5.10. We reserve the right to change Our prices in the future. If We do change prices, We will provide notice of the change on Our Website or in an email to You, at Our option, at least 30 days before the change is to take effect regarding Your use of LeadStormer.ai. Your continued use of LeadStormer.ai after the price change becomes effective and it states for Your Agreement to pay the changed amount.

5.11. The Agreement between the User and LeadStormer.ai may be terminated upon written request delivered via email to support@LeadStormer.ai.io. To avoid further billing charges, the User shall deliver such notice at least 5 working days before the next billing cycle.

5.12. By adding a payment method to the LeadStormer.ai account, the user consents to be charged for any active subscription, as well as paid subscriptions coming out of the trial period. We will automatically attempt to pay any past and present unpaid invoices on the user account when a new payment method is added, using that new payment method. No fees will be incurred for free subscriptions or trial periods even if a card is registered on the user account.

5.13. LeadStormer.ai collects payments via PayPal, PayMe or Stripe services and may not access any sensitive credit card credentials on its own. All payments are processed by the external, third-party services mentioned, to ensure a high-security standard.

5.14. Payments may be processed via certain online payment service providers ("Online Payment Processors"). We may add or change the Online Payment Processors in our sole discretion. The Online Payment Processors enable you to send payments securely online using a credit card, debit card or bank account. We do not control and are not affiliated with such Online Payment Processors. These Online Payment Processors are independent contractors and have no employment or agency relationship with LeadStormer.ai. LeadStormer.ai is not responsible in any way for the actions or performance (or lack thereof) of the Online Payment Processors. The use of the Online Payment Processors is at your own risk. It is your responsibility to abide by all the terms specified by the Online Payment Processors in their terms of use and privacy policies. You acknowledge that you are fully assuming the risks of conducting any transactions via the Online Payment Processors.

5.15. LeadStormer.ai may, at any time and at its sole discretion, amend the fee schedule, payment terms and cancellation policies specified on the Site. Any such changes will take effect immediately after being posted on the Site. LeadStormer.ai may deduct foreign currency processing costs from any payment (including currency conversion fees and transfer charges and other processing commissions).

## 6. Misconduct, Copyright and Content Policy

We care for your safety. If you believe someone acted inappropriately, including but not limited

to offensive, violent or sexually inappropriate behavior, please report immediately such person to the appropriate authorities and to our Misconduct Agent at the e-mail address:

[support@LeadStormer.ai](mailto:support@LeadStormer.ai)

LeadStormer.ai respects the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights have been otherwise violated, please provide the following information in writing to LeadStormer.ai

Misconduct Agent: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the right; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed or, if multiple infringing works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) a description of the material that you claim to be infringing or to be the subject of infringing activity, and information sufficient to permit us to locate the material; (iv) information so that we can contact you, such as address, telephone number and e-mail address; (v) a statement that you believe in good faith that use of the material in the manner complained of is not authorized by the copyright or intellectual property owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the information in the notification is accurate and that you are the copyright or intellectual property owner or authorized to act on behalf of the copyright or intellectual property owner. Infringement claims and notices should be sent to the attention of LeadStormer.ai Misconduct Agent by e-mail to: [support@LeadStormer.ai](mailto:support@LeadStormer.ai)

## 7. Cancellation and Refund Policy

You can cancel your subscription at any time. please note that you must cancel your subscription before it renews for a subsequent month in order to avoid being charged for the next month's subscription fee.

Refunds will not be provided for any subscription. We do not provide credit, refunds or prorated billing for subscription that are canceled mid month. In such circumstances you will continue to have access to your subscription until the end of the monthly billing cycle.

## 8. Use Restrictions`

There are certain conducts which are strictly prohibited when using the Service. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at LeadStormer.ai sole discretion) in the termination of your use of the Service and may also expose you to civil and/or criminal liability.

Unless otherwise explicitly permitted under these Terms or in writing by LeadStormer.ai, you may not (and you may not permit anyone to): (a) use the Service and/or the Content and/or the User Generated Content for any illegal, immoral, unlawful and/or unauthorized purposes; (b) use the Service and/or Content and/or User Generated Content for non-personal or commercial purposes; (c) remove or disassociate, from the Content and/or the Service any restrictions and signs indicating proprietary rights of LeadStormer.ai or its licensors, including but not limited to any proprietary notices contained in such materials (such as ©, ™, or ®); (d) interfere with or violate Users' rights to privacy and other rights, or harvest or collect personally identifiable information about Users or leads without their express consent, whether manually or with the use of any robot, spider, crawler, any search or retrieval application, or use other manual or automatic device, process or method to access the Service and retrieve, index and/or data-mine

information; (e) interfere with or disrupt the operation of the Service or the servers or networks that host the Service, or disobey any laws, regulations, requirements, procedures, or policies of such servers or networks; (f) falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that LeadStormer.ai endorses you, your site, your business or any statement you make, or present false or inaccurate information about the Service; (g) take any action that imposes, or may impose, an unreasonable or disproportionately large load on our Service infrastructure, as determined by us; (h) bypass any measures we may use to prevent or restrict access to the Service; (i) copy, modify, alter, adapt, make available, translate, port, reverse engineer, decompile, or disassemble any portion of the Content made accessible by LeadStormer.ai on or through the Service, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content; (j) copy, distribute, display, execute publicly, make available to the public, reduce to human readable form, decompile, disassemble, adapt, sublicense, make any commercial use, sell, rent, transfer, lend, process, compile, reverse engineer, combine with other software, translate, modify or create derivative works of any material that is subject to LeadStormer.ai proprietary rights, including LeadStormer.ai Intellectual Property (as such term is defined below), in any way or by any means; (k) make any use of the Content on any other site or networked computer environment for any purpose without LeadStormer.ai prior written consent; (l) sell, license, or exploit for any commercial purposes any use of or access to the Service and/or the Content; (m) frame or mirror any part of the Service without LeadStormer.ai prior express written authorization; (n) create a database by systematically downloading and storing all or any of the Content from the Service; (o) transmit or otherwise make available in connection with the Service any virus, worm, Trojan Horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (p) use the Service for any purpose for which the Service is not intended; (q) use any measure and/or tools that are intended to misrepresent, obscure, or temper with any location based identifiers such as IP address; and/or (r) infringe and/or violate any of the Terms.

## 9. User Data

The Service enables Users to sync with the Services certain data which is hosted on Third Party Service(s) such as Gmail, including contacts (collectively, the "User Data"). For Further details, please see our Privacy Policy.

By uploading User Data to the System, you may allow for integration of the Services with Third Party Services, which are created and maintained by third parties who are not affiliated with and/or controlled by us. User Data derived from Third Party Services is subject to the applicable Third Party Service's terms of use and privacy policies. If you do not agree to the practices described in such terms you should not integrate the Services with such Third Party Services. LeadStormer.ai is not responsible and has no liability for your use of such Third Party Services and/or User Data.

As between you and us, all of the User Data that you provide us with is your sole and exclusive property and you are solely responsible for it. These Terms do not give us any right to the User Data except for the limited right which enables us to offer you the Services. However, when you

incorporate and make available any User Data via the System, you grant us a perpetual, non-exclusive, royalty-free, and worldwide license to communicate, distribute, host, reproduce and make modifications or derivative works (solely for the purpose of better showcasing your User Data), store and use such User Data, solely in connection with providing you the Services. We may also aggregate User Data with other User's content in such a way that it will not identify you and we may use that aggregated User Data to develop and improve our Services. Except as otherwise provided in these Terms, we will not use the User Data.

You understand and agree that you are solely responsible for your User Data and the consequences of incorporating it into the System. LeadStormer.ai will not bear any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with uploading any User Data.

You represent and warrant that you are the rightful owner of any Third Party Service account(s) that you link to the System and User Data, or that you have (and will continue to have) all the necessary licenses, rights, consents, and permissions from the rightful owners of such Third Party Service account(s) and User Data, and that such User Data does not infringe any third party's intellectual property rights or other rights (including without limitation, any privacy rights, publicity rights, copyrights, or any other intellectual property rights). If the User Data includes personal information of third parties, you are fully responsible for obtaining the consent of such affected individuals as required under any applicable laws.

The following terms apply to your User Data:

- You agree that you will not incorporate into the System any User Data containing content which is unlawful for you to possess, post or upload in the country in which you are resident, or which it would be unlawful for LeadStormer.ai to use or possess in connection with the Service (including but not limited to any content which is deceptive, defamatory, libelous, pornographic, indecent, harassing, threatening, obscene, intended to be provocative, harmful, hateful, racist, contains third parties' private and confidential information without their express permission, abusive, fraudulent, encourages illegal or tortious conduct or that is otherwise inappropriate).
- Although LeadStormer.ai has no obligation to screen, edit or monitor any of the User Data, LeadStormer.ai explicitly reserves the right, at its sole discretion, to remove or edit, without giving any prior notice, any User Data at any time and for any reason.
- LeadStormer.ai may create limits on the use of the Service including limitation on size and storage space available for Users to use User Data and the amount of users the data can be shared with.

LeadStormer.ai TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY USER DATA UPLOADED, PUBLISHED AND/OR MADE AVAILABLE BY YOU OR ANY THIRD PARTY VIA THE SERVICES, FOR ANY LOSS OR DAMAGE THERETO OR FOR ANY LOSS OR DAMAGE IT MAY CAUSE THIRD PARTIES.

#### 10. Minors

The System is intended for Users over the age of sixteen (16). We reserve the right to request proof of age at any stage so that we can verify that minors under this age are not using the System. In the event that it comes to our knowledge that a person under the age of sixteen (16) is using the System, we will prohibit and block such User from accessing the Site and will make all efforts to promptly delete any Personal Information (as such term is defined in our Privacy



Policy) with regard to such User.

#### 11. Privacy and Cookie Policy

We respect your privacy and are committed to protect the information you share with us. We believe that you have a right to know our practices regarding the information we collect when you connect to, access or use the Service. Our policy and practices and the type of information collected are described in details in our Privacy Policy at

[https://LeadStormer.ai./Privacy\\_Policy.pdf](https://LeadStormer.ai./Privacy_Policy.pdf)

and our Cookie Policy at [https://LeadStormer.ai./Cookie\\_Policy.pdf](https://LeadStormer.ai./Cookie_Policy.pdf) which is incorporated herein by reference. You agree that LeadStormer.ai may use personal information that you provide or make available to LeadStormer.ai in accordance with the Privacy Policy. If you intend to access or use the Site you must first read and agree to the Privacy Policy and Cookie Policy. If you submit Personal Information on behalf of a third party, you hereby acknowledge that such third-party was made aware of the Privacy Policy and has granted his/her consent to the processing of his/her Personal Information by us.

#### 12. Intellectual Property Rights

The Site, System, the Content, the User Generated Content and LeadStormer.ai proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials, domain names and trade secrets, whether or not registered or capable of being registered (collectively, "Intellectual Property"), are owned by and/or licensed to LeadStormer.ai and are protected by applicable patent, copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by LeadStormer.ai and its licensors.

The Terms do not convey to you an interest in or to LeadStormer.ai Intellectual Property but only a limited revocable right of use in accordance with the Terms. Nothing in the Terms constitutes a waiver of LeadStormer.ai Intellectual Property under any law.

To the extent you provide any feedbacks, comments or suggestions to LeadStormer.ai ("Feedback"),

LeadStormer.ai shall have an exclusive, royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into any of LeadStormer.ai current or future services, products or technologies and use same for any purpose all without further compensation to you and without your approval. You agree that all such Feedback shall be deemed to be non-confidential. Further, you warrant that your Feedback is not subject to any license terms that would purport to require LeadStormer.ai to comply with any additional obligations with respect to any LeadStormer.ai current or future products, technologies or services that incorporate any Feedback.

#### 13. Trademarks and Trade names

LeadStormer.ai marks and logos and all other proprietary identifiers used by LeadStormer.ai in connection with the Service ("LeadStormer.ai Trademarks") are all trademarks and/or trade names of LeadStormer.ai, whether or not registered. All other trademarks, service marks, trade

names and logos which may appear on the Site belong to their respective owners ("Third Party Marks"). No right, license, or interest to LeadStormer.ai Trademarks and the Third Party Marks is granted hereunder, and you agree that no such right, license, or interest may be asserted by you with respect thereto and therefore you will avoid using any of those marks, except as permitted herein.

#### 14. Linking to the Site and links to Third Party Sites

We welcome links to any page on our Site. You are free to establish a hypertext link to the Site so long as the link does not state or imply any connection or approval of your website, products and/or services by LeadStormer.ai, and does not portray LeadStormer.ai in a false or otherwise offensive manner. You may not link to our Site from a site that you do not own or have permission to use. In the event that you link to the Site you represent that your site does not contain content that is unlawful, offensive or infringing third party rights. However, we do not permit framing or inline linking. Certain links provided herein permit our Users to leave this Site and enter non-LeadStormer.ai sites or services. Those linked sites and services are provided solely as a convenience to you. These linked sites and services are not under the control of LeadStormer.ai and it is not responsible for the availability of such external sites or services, and does not endorse and is not responsible or liable for any content including but not limited to content advertising, products or other information on or available from such linked sites and services or any link contained in linked sites or service. In addition, LeadStormer.ai is not responsible or liable for such linked sites and services' privacy practices and/or any other practices. Your access to, use of and reliance upon any such sites, services and content and your dealings with such third parties are at your sole risk and expense. LeadStormer.ai reserves the right to terminate any link at any time.

You further acknowledge and agree that LeadStormer.ai shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, by or in connection with use of or reliance on any services, content, products or other materials available on or through such linked sites or resources. Most of such linked sites and services provide legal documents, including terms of use and privacy policy, governing the use thereof. It is always advisable and we encourage you to read such documents carefully before using those sites and services, inter alia, in order to know what kind of information about you is being Collected.

#### 15. Social Media Features

The Site may include social sharing and posting features and other integrated tools (for example the Facebook "Like" and "Share" buttons, sharing and posting content via Twitter, YouTube, Facebook, Instagram, and e-mail etc.) ("Social Features").

The Social Features are operated or allow for social integration with certain third party social networks or third party platforms ("Social Network"). These are created and maintained by third parties who are not affiliated with and/or controlled by LeadStormer.ai. Your use of the Social Features is subject to the applicable third party Social Network terms of use and privacy policies. If you do not agree to the practices described in such terms you should disable our Site's integration with such Social Networks. LeadStormer.ai is not responsible and has no liability for your use of such Social Networks.

#### 16. Availability

The Service's availability and functionality depends on various factors, such as communication networks. LeadStormer.ai does not warrant or guarantee that the Service will operate and/or be available at all times without disruption or interruption, or that it will be immune from unauthorized access or error-free.

#### 17. Changes to the System

LeadStormer.ai reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently the System (or any part thereof, including but not limited to the Content) or the Service without notice, at any time. In addition, you hereby acknowledge that the Content provided under the System, may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that LeadStormer.ai shall not be liable to you or to any third party for any modification, suspension, or discontinuance of this Site or the Content included therein, and/or the Service. You hereby agree that LeadStormer.ai is not responsible for any errors or malfunctions that may occur in connection with the performance of such changes.

#### 18. Disclaimers and No Warranties

TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE SITE, THE SYSTEM, THE CONTENT AND THE USER GENERATED CONTENT ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, AND LeadStormer.ai, INCLUDING ITS VENDORS, OFFICERS, SHAREHOLDERS, SUB-CONTRACTORS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, LICENSORS, AGENTS AND SUPPLIERS (COLLECTIVELY, "LeadStormer.ai REPRESENTATIVES"), DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE (INCLUDING THE QUALITY OF LESSONS PROVIDED BY THE TEACHERS), MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE. WE DO NOT WARRANT (I) THAT THE USE AND OPERATION OF THE SYSTEM, CONTENT, USER GENERATED CONTENT IS OR WILL BE SECURE, TIMELY, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERRORS, OR FREE OF VIRUSES, DEFECTS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER PROGRAM LIMITATIONS, (II) THAT WE WILL CORRECT ANY ERRORS OR DEFECTS IN THE SYSTEM, (III) AND/OR MAKE ANY REPRESENTATION REGARDING THE USE, INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SYSTEM AND/OR CONTENT AND/OR USER GENERATED CONTENT AVAILABLE THEREON OR THROUGH THE SITE (INCLUDING THAT THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS). LeadStormer.ai AND LeadStormer.ai REPRESENTATIVES DISCLAIM ALL

WARRANTIES AND CONDITIONS WITH REGARD TO THE USE OF THE SITE, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, RELIABILITY OR THE QUALITY OF THE SITE, AND ARE NOT AND SHALL NOT BE RESPONSIBLE FOR ANY ERROR, FAULT OR MISTAKE RELATED TO ANY USER GENERATED CONTENT AND/OR CONTENT AND/OR INFORMATION DISPLAYED WITHIN THE SERVICE.

WE ARE NOT RESPONSIBLE AND HAVE NO LIABILITY FOR ANY ITEM OR SERVICE PROVIDED BY ANY PERSON OR ENTITY OTHER THAN LeadStormer.ai (INCLUDING THIRD PARTY SOFTWARE). LeadStormer.ai DOES NOT ENDORSE ANY ENTITY, PRODUCT OR SERVICE PROVIDED VIA THE SYSTEM.

WE ARE NOT RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR OTHERS THAT MAY RESULT FROM TECHNICAL PROBLEMS (INCLUDING WITHOUT LIMITATION IN CONNECTION WITH THE INTERNET SUCH AS SLOW CONNECTIONS, TRAFFIC CONGESTION, OVERLOAD OF SERVERS, DELAYS OR INTERRUPTIONS) OR ANY TELECOMMUNICATIONS OR INTERNET PROVIDERS.

YOU AGREE THAT USE OF THE SERVICE INCLUDING THE PURCHASE AND USE OF ANY SERVICES FROM ANOTHER USERS AND/OR THE CONTENT AND/OR THE USER OR LEAD GENERATED CONTENT THEREIN IS ENTIRELY AT YOUR OWN RISK.

IN CASE OF A DISPUTE BETWEEN USERS OF THE SERVICE, OR BETWEEN USERS AND ANY THIRD PARTY, YOU UNDERSTAND AND AGREE THAT LeadStormer.ai IS UNDER NO OBLIGATION TO BECOME INVOLVED. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS, YOU HEREBY RELEASE LeadStormer.ai AND LeadStormer.ai REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES AND/OR OUR SYSTEM. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

#### 19. Limitation of Liability

TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, IN NO EVENT SHALL LeadStormer.ai AND/OR LeadStormer.ai REPRESENTATIVES AND/OR PARTNERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY), INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, PROFITS OR DATA AND BUSINESS INTERRUPTION, ARISING HEREUNDER, RESULTING FROM OR ARISING OUT OF THE SITE, THE SYSTEM, THE CONTENT AND/OR YOUR PARTICIPATION IN BOOKED SERVICES, YOUR USE OR INABILITY TO USE THE SITE AND/OR THE CONTENT AND/OR THE FAILURE OF THE SERVICE TO PERFORM AS REPRESENTED OR EXPECTED, OR FROM ANY CONTENT, ANY OTHER ACT OR OMISSION OF LeadStormer.ai OR LeadStormer.ai REPRESENTATIVES BY ANY OTHER CAUSE

WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, GUARANTEE OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER LeadStormer.ai OR LeadStormer.ai REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, LeadStormer.ai AND LeadStormer.ai REPRESENTATIVES' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SITE, THE SYSTEM AND/OR THE CONTENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU, IF ANY, TO LeadStormer.ai FOR USE OF THE SYSTEM IN THE PRECEDING MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM OR \$US15.00, WHICHEVER IS GREATER. YOU WILL NOT, AND HEREBY WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM US AND FROM LeadStormer.ai REPRESENTATIVES. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

#### 20. Reference Customer

You (on behalf of your organization) agree that LeadStormer.ai may identify your organization as a user of the Services and use your organization's trademark and/or logo (i) in sales presentations, promotional/marketing materials and press release, and (ii) in order to develop a brief customer profile for use by LeadStormer.ai for promotional purposes.

#### 21. Indemnification

You agree to defend, indemnify and hold harmless LeadStormer.ai, including LeadStormer.ai Representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the System and/or Content including without limitation any damage related to a communication provided by you, as a User, to a lead through the System; (ii) your violation of any of these Terms; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party, in connection with your use of the Service; and (iv) the User Generated Content that you uploaded through the use of the Service; and (v) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Service including any claim with respect to communication and any dispute arising therefrom. It is hereby clarified that this defense and indemnification obligation will survive these Terms. Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

## 22. Amendments to the Terms

LeadStormer.ai may, at its sole discretion, change the Terms from time to time, including any other policies incorporated thereto, so please re-visit this page frequently. In case of any material change, we will make reasonable efforts to post a clear notice on the Site and/or will send you an e-mail (to the extent that you provided us with such e-mail address) regarding such change. Such material changes will take effect seven (7) days after such notice was provided on our Site or sent via e-mail, whichever is the earlier. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your continued use of the Site on or after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes. In the event that the Terms should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice.

## 23. Termination of these Terms and the Termination of the Site's operation

These Terms shall remain in effect until terminated as set forth herein. Your failure to comply herewith shall terminate your license and these Terms. In the event of your failure to comply herewith LeadStormer.ai may immediately temporarily or permanently limit, suspend or terminate your Account. If you object to any term hereof, as may be amended from time to time, or become dissatisfied with the Service, you may terminate these Terms at any time by exiting our Site and stopping your use thereof and/or sending an e-mail to [support@LeadStormer.ai.io](mailto:support@LeadStormer.ai.io) and this will be your sole remedy in such circumstances. In such circumstance and upon termination of these Terms in the event of your failure to comply herewith: (i) the license and all other rights granted to you hereunder will automatically terminate, and (ii) you must immediately cease all use of the Service. In the event of termination, LeadStormer.ai shall deliver to you, within a period of 90 days of your request, any funds in your account which are owed to you, subject to your compliance with these Terms.

We note that we can suspend access to your Account if we believe, in our sole discretion, that one (or more) of the following events have occurred: (a) there is risk to the security or privacy of your Account; (b) there is a threat to the security or integrity of our network or our servers; (c) suspension is needed to protect the rights, property or safety of LeadStormer.ai, its users or the public; (d) there is a basis for termination of your Account, such as, Users complaints; (e) you have violated these Terms; (f) if you, at our sole discretion, determined as a repeat infringer (a User who has been notified of infringing activity more than twice); and/or (g) we are required to by law. We may provide you a notice in the event of any such suspension. During such suspension, you will not have the ability to use or access your Account and your User Generated Content. In the event that we will determine, in our sole discretion, that the reason for suspension of access to your Account has been resolved, we will restore access to your Account. Additionally, LeadStormer.ai may at any time, at its sole discretion, cease the operation of the Service or any part thereof, temporarily or permanently, delete any information or Content and/or User Generated Content from the Service or correct, modify, amend, enhance, improve and make any other changes thereto or discontinue displaying or providing any information, Content or features therein without giving any prior notice. You agree and acknowledge that LeadStormer.ai does not assume any responsibility with respect to, or in connection with the termination of the Service operation and loss of any data. The provisions of these Terms that, by

their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property, Disclaimer and Warranties, Limitation of Liability, Indemnification and General sections will survive the termination of the Terms.

#### 24. General

(a) These Terms constitute the entire terms and conditions between you and LeadStormer.ai relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and LeadStormer.ai, (b) any claim relating to the Service or the use thereof will be governed by and interpreted in accordance with the laws of the State of Israel without reference to its conflict-of-laws principles and the United Nations Convention Relating to a Uniform Law on the International Sale of Goods may not be applied, (c) any dispute arising out of or related to the Site will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the Province in Ontario, Canada. You agree to waive all defenses of lack of personal jurisdiction and forum non-convenience and agree that process may be served in a manner authorized by applicable law or court rule. Notwithstanding the foregoing, LeadStormer.ai may seek injunctive relief in any court of competent jurisdiction, (d) these Terms do not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto, (e) no waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof, (f) YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED, (g) if any provision hereof is adjudged by any court of competent jurisdiction to be unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect while most nearly adhering to the intent expressed herein, (h) you may not assign or transfer these Terms (including all rights and obligations hereunder) without our prior written consent and any attempt to do so in violation of the foregoing shall be void. We may assign or transfer these Terms without restriction or notification, (i) no amendment hereof will be binding unless in writing and signed by LeadStormer.ai, and (j) the parties agree that all correspondence relating to these Terms shall be written in the English language.

#### 25. Contact:

If you have any questions (or comments) concerning the Terms, you are most welcome to send us an e-mail to [support@LeadStormer.ai.io](mailto:support@LeadStormer.ai.io).