



TERMS AND CONDITIONS OF SERVICE

By accessing or utilizing any part of our websites or Echonext products, you affirm that you have reviewed, comprehended, and agree to abide by these Terms and Conditions of Service. If you do not consent to these terms, refrain from accessing or using this website or our products. You may also be prompted to reaffirm our current terms each time you engage with any product provided by Echonext. Nevertheless, your usage of our site or system in any manner binds you to this agreement.

For inquiries regarding this agreement, please direct them to support@Echonext.com. We are open to negotiating alternative terms provided such discussions occur before your utilization of our products.

1. Agreement.

This Terms and Conditions of Service agreement ("TOS" or "Agreement") constitutes a legally binding agreement between Echonext, Inc. ("Echonext," "We," or "Us") and you individually, and if you use the Products for business, your business entity (collectively, "Client" or "You"). These TOS oversee your usage of Echonext.com and all associated web pages, portals, and interfaces (collectively, the "Site") along with the products we offer on or through the Site. Please review this agreement carefully.

2. Limited License Granted.

Upon payment of all requisite fees, and as long as you maintain compliance with this TOS and the law, you will receive a limited, revocable, non-exclusive license to access the selected software calling products and services ("System" or "Products") through the Site until this Agreement is terminated.

3. Data Sources and Ownership of Leads.

Echonext functions solely as a telephone technology platform and is not a data broker or lead generator. Therefore, Echonext bears no responsibility or obligations regarding the source or accuracy of your telephone number lead data, which must be selected by you. It is your sole responsibility to select compliant data sources.

4. External Resources.

By signing up for or utilizing features provided by third-party service providers, you may access external resources offered by these parties. You acknowledge that Echonext has no control over such resources and therefore is not accountable for their content and availability. Terms and conditions pertaining to any third-party resources or features result from the terms and conditions and privacy policies of each respective third party or, in their absence, applicable statutory law.

5. Privacy.

Your visit to our Site and the handling of your personal information are governed by our Privacy Policy. We retain the right, and you authorize us, to utilize and assign all information regarding your usage of the Site and information provided by you or collected by the Site in a manner consistent with our Privacy Policy. You agree to be solely responsible for any consequences arising from your voluntary disclosure of personal information.

6. Proprietary Rights and Ownership.

The System is owned, trademarked, and copyrighted by Echonext, safeguarded by United States copyright, trademark, and other applicable intellectual property laws. Through usage of the System, you may access content owned, trademarked, or copyrighted by Echonext or its licensors. You do not possess any ownership rights in the Content, the System, or any improvements and modifications thereto. This Agreement does not transfer any proprietary or intellectual property rights of the Site to you. You may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile, or attempt to decipher any code associated with the System and/or any other aspect of Echonext's technology.

7. Confidential Information.

You commit to maintaining the confidentiality and security of any Echonext information you may access or acquire through your use of the Site or System, employing commercially reasonable measures.

8. Registration for System.

(a) In order to utilize the System, you must establish your own account by supplying the Site with current, complete, and accurate information as prompted during the online registration process. It is your responsibility to keep this registration data up to date. You must provide accurate, complete, and updated registration information and refrain from knowingly providing false information to create a deceptive identity or mislead Echonext regarding your use of the System. Echonext reserves the right to request additional information during your registration process, even if such queries are not explicitly listed on the Site. We may deny, suspend, or terminate your registration or access if the information you provide raises suspicion.

(b) Upon registration, we will generate an account for you and assign or allow you to choose a password. You must keep your password confidential. You are liable for all activities conducted with your password, including unauthorized use by third parties. Notify us immediately if you suspect unauthorized access. For security, it's advisable to change your password regularly. Never disclose your password in response to requests. Our staff will never request your password through any communication means. Inform us immediately if you receive such requests.

(c) You agree not to furnish false or misleading information to the Site, including providing a false email address in outgoing emails. Once your account is created, you are responsible for updating us with current information, particularly your email address, as you may not receive crucial communications if your email is outdated.

(d) You acknowledge that the Site acts as a neutral host for the System and bears no responsibility or liability for any representations you make through the System.

(e) The Site may rely on any data, notice, instruction, or request provided by you, which the Site reasonably believes to be genuine and authorized.

(f) Promptly inform us at support@Echonext.com of any known or suspected unauthorized use of your account or any breach of security. The Site is not liable for losses resulting from third-party use of your account without your knowledge. You may be held responsible for losses incurred by the Site or another party due to third-party use of your account.

(g) Fraudulent, abusive, or illegal activity will result in denial, suspension, or termination of your registration and/or access to the System, potentially involving law enforcement.

(h) You agree to promptly notify us if you believe someone is taking unfair advantage of the System.

(i) We reserve the right to use the contact information you provide to communicate with you regarding offers, changes, or additions to the System or Site. You can opt out of marketing communications at any time.

(j) Our use of your information is detailed in our referenced privacy policy.

(k) Echonext reserves the right to audit the information you provide and your use of the System and may deny, suspend, or terminate your registration or access if the provided information raises suspicion.

9. Acceptable Use.

Your visit to our Site and use of the Site are governed by Echonext's Acceptable Use Policy ("AUP"). By accessing our Site or any Echonext products, you agree to comply with the AUP and ensure compliance by your customers and end-users. You agree to indemnify Echonext from claims arising from violation of the AUP.

Echonext retains the right to determine whether your conduct and use of the Site align with this Agreement and the AUP, and may deny, suspend, or terminate your registration and/or access if inconsistent.

Echonext may monitor your traffic and usage to check for AUP violations. If a violation is detected, Echonext may suspend or terminate your access, providing up to three days to rectify the violation(s). Echonext may investigate and provide information to affected parties and may take legal action to stop violations. Violations by you or third parties on your behalf constitute breaches of this Agreement. Waiver of enforcement does not waive Echonext's rights and remedies.

10. Compliance.

Client must adhere to all applicable laws and regulations when using the Site and Products, including professional licensing requirements, Do-Not-Call ("DNC") list regulations, and consumer protection laws. This encompasses various legal areas such as wireless calling restrictions, intellectual property rights, and industry-specific regulations. Echonext offers are null where prohibited by law.

By using the Products or Site, Client explicitly warrants compliance with the law and affirms understanding of regulations such as the FTC's Telemarketing Sales Rule ("TSR") and the FCC's Telephone Consumer Protection Act ("TCPA"), if applicable. Client should consult legal counsel to ensure full compliance. Echonext does not

guarantee compliance with legal requirements for Client's marketing campaigns and is not liable for any legal violations by the Client. However, Echonext actively promotes compliance through agreements like this TOS and the AUP.

Additional compliance obligations include:

Cell Phones: Client acknowledges potential legal restrictions on calls and text messages to wireless phones and assumes associated risks. Client should ensure legal compliance before contacting wireless phones.

SAN & DNC: Client agrees to obtain a Subscription Account Number ("SAN") and comply with federal and state Do-Not-Call registries. Client must respect opt-out requests and maintain internal DNC lists.

Echonext is not responsible for monitoring System usage for compliance. It is Client's responsibility to ensure compliance with this TOS and the AUP.

11. Payments.

(a) We reserve the right to introduce fees for Site or System access. Notice of fee implementation will be posted on the Website.

(b) By ordering fee-based accounts or services, Client authorizes charging their account for subscription fees.

(c) Client must maintain accurate payment information. Failure to process payments will result in account suspension until all outstanding amounts are paid, with continued failure leading to account cancellation.

(d) Refunds may be granted at Echonext's discretion for specific cancellation requests meeting substantial justification criteria.

(e) Excessive usage may incur additional charges. We will notify Client of any surcharges or pricing modifications.

(f) System pricing excludes applicable taxes. Client is responsible for all Taxes on System usage.

(g) Exemption from Taxes requires appropriate documentation. Failure to provide valid exemption information may result in Tax liability.

12. Commission.

(a) The Site may offer commissions based on referred net-paying customers. Terms are subject to change.

(b) To qualify for commissions, Client must maintain an active account during the commission period.

(c) Commissions are awarded only for correctly identified referrals at the time of sign-up.

(d) Commission eligibility ends if referred customers cease paid account status.

(e) The Site may recover commissions for refunded accounts from Client.

(f) Commissions are paid monthly to Client's designated PayPal account.

13. Submitting/Importing Information.

(a) Client represents that uploaded contacts have consented to contact. Client affirms content ownership and legality.

(b) Transmitted information may be intercepted; Client assumes associated risks.

(c) Non-personal usage data may be shared with Partners.

(d) Integration with third-party services carries inherent risks; Client assumes responsibility.

(e) System dependency on integrated services means Echonext is not liable for related issues.

(f) Caller-ID services may require information sharing for reputation management.

14. Service Level Agreement.

Echonext endeavors to maintain System availability but does not guarantee uptime or performance unless specified in a written SLA. Echonext is not liable for System unavailability or failures, nor for the performance of integrated or third-party services. No prior notice of downtime is required.

Echonext is not required, regardless of Your account level, to provide any prior notice of planned or unplanned downtime.

15. Idea Submissions.

We appreciate your feedback on the System. If you share creative suggestions, ideas, or any other information ("Information") with us, it will be considered and remain the property of the Site. We do not have any obligation to keep the Information confidential, and we are not liable for any use or disclosure of the Information.

16. Trademarks.

"Echonext" and other names mentioned on this Site may be trademarks or registered trademarks of Echonext or their respective owners.

17. No Legal, Financial, or Tax Advice Provided.

Echonext and its affiliates and contractors do not provide financial, legal, or tax advice or counsel through the Products or Services.

18. Indemnification.

The Client agrees to indemnify, defend, and hold harmless Echonext, its owners, employees, agents, affiliates, contractors, successors, and assigns from and against any and all liabilities, damages, claims, suits, settlements,

judgments, investigations (including those from the Industry Traceback Group or other governmental entities), subpoenas, civil investigative demands, costs, and expenses (including reasonable attorney's fees and court costs) incurred directly or indirectly by Echonext arising from this Agreement or the Client's use of the Products.

Upon receipt of any demand or claim related to the Client, Echonext may choose to delegate the defense and resolution to the Client, who shall bear all associated costs and expenses and promptly address the matter to Echonext's satisfaction. Alternatively, Echonext may opt to handle the defense independently and seek reimbursement from the Client either during the process or upon its conclusion. In either scenario, Echonext and the Client shall collaborate and exchange necessary information for the defense.

The Client agrees that Echonext may disclose certain information about the Client if subpoenaed or requested by a court or regulatory authority, including the Industry Traceback Group. The Client further commits to cooperating with Echonext in such circumstances.

19. Limitation of Liability; No Warranty; Limitation of Damages.

Except for indemnification obligations, neither party is liable for consequential, incidental, or indirect damages. Echonext's liability is limited to the amount paid by Client in the preceding month. The Products and Services are provided "as is" without warranty. Echonext is not responsible for damages resulting from third-party services or transactions.

20. Copyright Infringement Reporting.

If you believe that Copyright Infringement Reporting your work has been copied in a manner that constitutes copyright infringement, please provide a notice to our designated Copyright Agent including the following information:

- (a) An electronic or physical signature of the person authorized to act on behalf of the copyright owner;
- (b) Description of the copyrighted work claimed to have been infringed;
- (c) Description of the location of the infringing material on the Site;
- (d) Your contact information: address, telephone number, and email address;
- (e) A statement by you, made in good faith, that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (f) A statement by you, under penalty of perjury, that the information provided in the notice is accurate and that you are the copyright owner or authorized to act on their behalf.

21. Applicable Law & Venue for Disputes.

This Agreement is governed by California law, and any disputes will be heard in California courts.

22. Severability.

If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in effect.

23. Term and Termination.

This Agreement shall take effect on the date mutually agreed upon by both parties. The initial term of the agreement shall be for one (1) calendar month or any other duration as specified in writing by the parties. Upon expiration, the Agreement will automatically renew for successive one-month terms unless canceled by either party or modified by written agreement.

Either party may terminate this Agreement at any time, for any reason or no reason, by providing notice to the other party or by the Client discontinuing payment of fees.

Echonext reserves the right, at its sole discretion, to immediately suspend or terminate this Agreement if it determines that the Client has breached the Agreement or violated any laws related to marketing campaigns or product usage.

24. Survival.

Certain provisions of this Agreement, such as indemnity and compliance, will survive termination.

25. Modifications.

We reserve the right to modify these terms at any time, and your continued use of the Site or Products constitutes acceptance of any changes.

26. Contact Information.

For inquiries or assistance, you can contact us using the provided contact details.

HOW TO CONTACT US:

Echonext, Inc. 4575
Camino de la Plaza Ste 104
San Diego, CA 92173
866-753-NEXT
support@Echonext.com
www.Echonext.com

This policy is effective March 1, 2024