

## ZAMOK

### Terms of Service / Terms of Use

**Last Updated: May 29, 2017**

All customers agree to the following terms and conditions. PLEASE READ CAREFULLY. BY INDICATING YOUR ACCEPTANCE, YOU ARE AGREEING THAT YOU OR YOUR COMPANY OR OTHER ENTITY YOU REPRESENT WILL BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT PERMITTED TO USE THE SERVICES.

#### Customer Service Agreement

This Customer Service Agreement (this “Agreement”) is by and between H32 Design and Development LLC, dba Advanced Kiosks a New Hampshire limited liability company (“advancedkiosks.com”) (hereinafter may also be referred to as H32) and you or the company or other entity you represent acknowledging this Agreement (“Customer”).

##### 1. Provision of Service.

(a) H32 will provide Customer access to Zamok Internet-based service and any of the Zamok Application: Cloud, Homepage, Scanning, VOIP, Credit Card, and Printing (the “Service”) which will permit the processing, retrieval, and transmission of transaction data submitted by Customer (the “Customer Data”) pursuant to the terms of this Agreement. H32 LLC reserves the right at any time and in its sole discretion to change Service features and functionality, as well as the terms and conditions of this Agreement. Such modification of the Service and amended terms and conditions of this Agreement will be effective immediately and incorporated into this Agreement. Your continued use of the Service thereafter will be deemed acceptance of such changes.

(b) Customer is responsible for its own compliance with this Agreement, including without limitation the compliance of its employees, officers, agents, and any third-party Customer invites to participate in the Service.

##### 2. Fees, Payments & Refunds.

(a) Customer’s use of the Service will result in fees as set forth in our documents. The Service fees and charges may be changed by H32 from time to time by sending Customer notification, in electronic, paper or any other form, or by posting an updated fee schedule on advancedkiosks.com thirty (30) days prior to changes. Customer agrees that H32 will charge said fees and charges directly to Customer’s credit card, or be billed on a yearly basis. Customer will be notified of any credit card billing failure via electronic mail, invoice, or any other means available to H32, and agrees to pay on all amounts due within thirty (30) days of receipt of such notice that have not been disputed specifically in writing. Customer will be liable for attorneys’ and collection fees arising from H32 efforts to collect unpaid balances.



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(b) The Service is billed in advance on a monthly or annual basis, depending on the pricing option selected, and is non-refundable. There will be no refunds or credits for partial months of service, upgrade or downgrade refunds, or refunds for months unused with an open account.

(c) All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

(d) You must provide current, complete and accurate payment information. You must promptly update all payment information to keep Customer's account current, complete and accurate (such as a change in billing address, card number or expiration date), and you must promptly notify H32 if your payment method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your name or password). If you fail to provide H32 any of the foregoing information, you agree that you are responsible for fees accrued on your account. In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for you credit or debit card(s) as may be provided by your card issuer or other means.

### 3. Limitations on Use of Service and Service Software.

(a) As used herein, "Software" refers to any software incorporated into the Service. Customer will not, and will not permit, assist, or allow others to, reverse engineer, decompile, disassemble, re-engineer, or otherwise discover, recreate, or attempt to discover or recreate the Software or its source code. Customer will not modify or attempt to modify the Software or sublicense or charge others to use or access the Software or the Service. Customer will not use the Software or the Service in any way not expressly authorized by this Agreement. Customer shall have no right, title or interest in and to the Software which rights of ownership will always be held by H32.

(b) Customer acknowledges that the Services is not intended for permanent storage and agrees not to use the Service for archiving or back-up purposes. Customer will not store "mission critical" data on the Service, including without limitation data pertaining to power generation, military or national security, or any function to sustain or rescue the health or well-being of any person.

(c) From time to time, H32 may add new features to the Service that are described as "beta" ("Beta Features"). Customer acknowledges that Beta Features may be untested, non-functional, and/or partly functional features of the Service. If Customer elects to use a Beta Feature, it does so at its own risk. Notwithstanding the provisions of the first sentence of Section 5(a), H32 does not warrant that the Beta Features will be provided with due care. Customer will back-up all data it adds to the Beta Features and will not rely upon the functionality of the Beta Features for any purpose whatsoever. Except as specifically provided in this Section 3(c), the Beta Features will be considered part of the Service and all provisions of this Agreement relating to the Service will apply to the Beta Features.

(d) Customer may not use the Service (i) in violation of this Agreement; (ii) to infringe on, violate, dilute or misappropriate the intellectual property rights of any third party or any rights of publicity or privacy; (iii) to violate any law, statute, ordinance or regulation; (iv) to store or post defamatory, inflammatory, trade libelous,



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threatening, or harassing data; (v) to store or post obscene, pornographic or indecent content or data; or (vi) to introduce or propagate any unauthorized data, malware, viruses, worms, Trojan horses, spyware, worms, other malicious or harmful code. Customer may not use the Service in any application that may involve risks of death, personal injury, property damage or environmental damage. Customer may not interfere with or attempt to interfere with or disrupt the integrity, security, functionality or proper working of the Service. Customer may access the Service only through the interfaces and protocols provided or authorized by H32. Customer may not compile or use the H32 provided materials or any other information obtained through the Service or the advancedkiosks.com website for the purpose of unsolicited direct marketing, spamming, unsolicited contacting of customers, or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations.

#### 4. Security, Privacy, and Access.

(a) Each party will promptly notify the other of any unauthorized access to or use of Customer Data or passwords. The parties will use reasonable efforts to take remedial measures to address any such unauthorized access.

(1) Pursuant to the terms of Section 5 below, H32 will not be liable for any damages (direct, incidental or consequential of any kind) incurred by Customer arising out of or related to use of the Service, including without limitation in connection with any unauthorized access to or disclosure of Customer Data, resulting from the actions of Customer, any third party, or from the failure of electronic or other security measures.

(2) Customer acknowledges and agrees that notwithstanding the foregoing provisions of this Section 4(a), H32 may transfer Customer Data to any successor in interest of H32 under this Agreement.

(b) H32 has no obligation to monitor the Service. H32 has the right to monitor the Service and to disclose any information arising out of it, including without limitation Customer Data, as necessary to satisfy any law, regulation, or demand of government or of internal auditors or to protect H32 or its customers. H32 may remove or refuse to post any materials that it finds, at its sole discretion, to be offensive, undesirable, in violation of this Agreement, or otherwise unacceptable. However, H32 has no obligation to remove any such materials.

(c) Customer will not use the Service to transmit or store any data that may be considered obscene or pornographic, that contains defamatory material, or that violates federal, state, or local law.

(d) Customer will not disclose any account passwords to any third party not authorized to use the Service.

(e) H32 will collect, use, and share your information in accordance with its [privacy policy](#). Your acceptance of these terms and conditions means that you have read and agree with the terms of the [privacy policy](#).

#### 5. General Representations and Warranties

(a) Each party hereto represents and warrants that (i) it has the full right, power and authority (including corporate right, power and authority, as applicable) to enter into this Agreement, (ii) the acceptance of this Agreement and



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the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a party or by which it is bound, and (iii) when accepted this Agreement will constitute the legal, valid and binding obligation of such party, in accordance with its terms.

(b) In connection with the subject matter of this Agreement, Customer agrees to comply with all applicable federal and state laws and regulations.

(c) Customer represents, warrants and covenants: (i) that Customer is solely responsible for its Customer Data, including without limitation, the security of such Customer Data; (ii) that Customer has the necessary rights and licenses, consents, permissions, waivers and releases to use its Customer Data.

(d) Customer represents and warrants that: (i) the information Customer provides in connection with registering for the Service is accurate, complete and in compliance with the requirements hereunder; (ii) if Customer is registering for the Service as an individual, that Customer is at least eighteen (18) years of age and has the legal capacity to enter into this Agreement; and (iii) if registering for the Service as an entity or organization, (1) such entity or organization is duly authorized to do business in the country or countries where it operates, (2) the individual accepting this Agreement and completing the registration for the Service on behalf of the Customer meets the requirements of clause (d)(ii) above and is an authorized representative of such entity or organization, and (3) the employees, officers, representatives and other agents of such entity or organization accessing the Service are duly authorized to access the Service and to legally bind such entity or organization to this Agreement.

## 6. No Warranty; Limitation of Liability.

(a) H32 MAKES NO WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE SERVICE AND PERFORMANCE THEREOF, AND WITH RESPECT TO THE SERVICE AND ZAMOK'S PERFORMANCE UNDER THIS AGREEMENT, SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. H32 DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR DOWNTIME OR BE ERROR FREE.

(b) With respect to Defense Contract Audit Agency (DCAA) compliance issues, due to the evolving nature of federal regulations, H32 cannot make, and DOES NOT MAKE, any warranty, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose, that the Service will be DCAA compliant and Customer is encouraged to seek advice and proper counsel from persons specializing in DCAA audit and compliance matters to insure Customer compliance with DCAA requirements.

(c) Furthermore, UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION H32'S NEGLIGENCE, WILL H32 BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, COVER, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TO THE USE OR INABILITY TO USE THE SERVICE.

(d) IN NO EVENT WILL H32'S TOTAL LIABILITY FOR ANY DAMAGES, LOSSES, CAUSES OF ACTION, AND RELATED ATTORNEY FEES, WHETHER ARISING IN CONTRACT, TORT, OR EQUITY, INCLUDING WITHOUT LIMITATION



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NEGLIGENCE, EITHER JOINTLY OR SEVERALLY, EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER TO H32 IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE.

(e) H32 is not liable for the accuracy, truthfulness, or validity of any data entered by Customer or provided through the Service. H32 is not liable for the loss of any Customer Data.

(f) Customer's sole and exclusive remedy, if it is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of H32 is to discontinue using the Service.

#### 7. **Indemnification.**

Customer will indemnify and hold harmless H32 and its affiliates, employees, officers, directors, agents, licensors, successors and assigns from all damages and liability, including without limitation reasonable attorneys' fees, incurred as a result of:

(a) Customer's violation of its obligations under this Agreement,

(b) The negligent or willful acts of Customer, or

(c) the violation by Customer of H32's or any third party's rights, including without limitation privacy rights, other property rights, trade secret, proprietary information, trademark, copyright, or patent rights, and claims for libel, slander, or unfair trade practices in connection with the use or operation of the Service. Customer's obligation to indemnify will survive the expiration or termination of this Agreement by either party for any reason.

#### 8. **Termination and Cessation of Service.**

(a) Either party may terminate this agreement at any time. The following obligations will survive the termination of the Agreement for any reason: (i) indemnification obligations set forth in Section 7 above; (ii) obligations to make payments of amounts that become due under this Agreement before termination; and (iii) any other provision hereof where the context of such provision indicates an intent that it will survive the term or termination of this Agreement.

(b) H32 may deny or may temporarily suspend Customer access to all or part of the Service without notice if H32 believes, in its sole discretion, that Customer may have violated any of the terms of this Agreement.

(c) Upon termination of this Agreement, H32 will store and retain Customer Data for any period that may be necessary under the terms of this Agreement and may, in its discretion, store and retain such data for any longer period as may be allowed by applicable law. While such data is stored post-termination of this Agreement, H32 will not willingly disclose the data to any third-party unless authorized by Customer, or as may be permitted by this Agreement.



## 9. Interruption of Service.

(a) H32 WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO INTERRUPTION OF, OR DEFECTS IN TRANSMISSION OF, THE SERVICE, including without limitation interruptions or defects due to inability to access the Internet or any part thereof, equipment modifications, upgrades, relocations, or repairs. No reduction of payments will be made in the case of temporary interruption of or defects in transmission of the Service.

(b) H32 will not be liable for interruption of or delays in transmission of the Service caused by acts of God, fire, water, riots, acts of Government, acts or omissions of Internet backbone providers, or any other causes beyond H32 control.

## 10. Miscellaneous.

(a) This Agreement constitutes the entire Agreement between H32 and Customer regarding the subject matter hereof and expressly supersedes any prior or contemporaneous written or oral agreements between the parties regarding the subject matter hereof, including without limitation any offer, purchase order, or other similar instrument in writing. This Agreement may not be amended, altered, or changed except by a written agreement signed by the duly authorized representatives of both parties.

(b) In the event that any provision of this Agreement is held to be unenforceable, such provision will be construed as nearly as possible to reflect its original intent and the remainder of this Agreement will remain in full force and effect.

(c) Customer's rights in this Agreement are personal and are not assignable. H32 may assign its rights and obligations under this Agreement to third parties.

(d) Zamok is controlled, operated and administered by H32 LLC primarily from its offices within the USA. H32 makes no representation that materials at advancedkiosk.com are appropriate or available for use at other locations outside of USA and access to them from territories where their contents are illegal is prohibited. Customer may not use Zamok or export the Materials in violation of USA export laws and regulations. If Customer accesses Zamok from locations outside of USA, Customer is responsible for compliance with all local laws.

(e) These Terms and Conditions of use shall be governed by the laws of the state of New Hampshire, USA.

(f) If for any reason an arbitration panel or a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

(g) The parties agree that any claim, controversy, or dispute arising out of or relating to this Agreement will be settled by binding arbitration in Concord New Hampshire, USA, before a panel of three arbitrators, with H32 selecting one arbitrator, the Customer selecting one arbitrator, and the two chosen arbitrators each agreeing to



select a third arbitrator. The terms and conditions of the arbitration shall be as agreed to by the parties and arbitrators, and if they cannot so agree, then the rules of the American Arbitration Association then existing shall apply; however, the cost of the arbitrator's fees shall be equally borne by the parties. Any decision rendered by the arbitration panel can be entered by any party as a judgment on the arbitration award in the state and federal courts of Concord, New Hampshire, and Customer agrees to submit to the subject matter and personal jurisdiction of such courts. The arbitration panel and the court entering any judgment on an arbitration award may award the prevailing party its reasonable attorney's and expert witness fees. The decision of the arbitrators will be binding; provided, however, that H32 may bring an action in a court of competent jurisdiction for injunctive or other equitable or extraordinary relief as may be necessary to enforce the terms of this Agreement before arbitration may occur.

(h) The remedies provided in this Agreement and at law or in equity are cumulative and not exclusive. The failure by either party to exercise any right or remedy under this Agreement or otherwise available at law or in equity will not be deemed a waiver of any subsequent right or remedy.

(i) No person or entity who is not a party to this Agreement will derive any rights whatsoever hereunder as a third party beneficiary of this Agreement.

#### 11. **Acceptance.**

The parties acknowledge that they have read the terms and conditions of this Agreement and hereby agree to be bound thereby. This Agreement will become effective upon Customer's acceptance by electronic acknowledgment on advancedkiosks.com.



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