

# LiveHelp Now X License

## End User License Agreement

### **Services and Support**

LiveHelpNow provides services to enable corporate web sites, small business web sites, organizational web sites, and community sites to integrate a call center application that enables live chat, email and self-service interaction; fully integrated reporting application; Callback Request; Trouble Ticket management; and Knowledge base management systems (collectively, the “Services”). All of this is offered with a 99.9% percent uptime guarantee.

The Services are provided subject to this Agreement, as it may be amended by LiveHelpNow, and any guidelines, rules or operating policies that LiveHelpNow may establish and post from time to time (the “Agreement”). By posting updated versions of the Agreement on the Service or at the LiveHelpNow.net website, or otherwise providing notice to you, LiveHelpNow may modify the terms of the Agreement and may discontinue or revise any or all other aspects of the Services in its sole discretion. All such changes shall become effective upon posting of the revised Agreement on the Service.

The Services are available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to individuals under the age of 18. If you do not qualify, you are not permitted to use the Services. By using the Services, you affirm that you are more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement.

The Services will be subject to monthly subscription fees (“Paid Services”) each component (Live Chat System, Trouble Ticket System, and Support System / Knowledge base management) is offered at \$21 per user per month, or buy three or more components at 30% discount. If you prepay for the full year you will receive an additional 10% off your service price. Once you have completed your free trial period or have exceeded the free subscriber limit. You will be notified via email of the completion or termination of your free trial period and may purchase, in advance, a monthly or annual subscription for Paid Services. Access to the Services will be limited until payment is received. Paid Services are billed monthly or prepaid, in advance, according to the Fee Schedule provided to you by LiveHelpNow on its web site. The Fee Schedule, including subscriber levels and prices, are subject to change at any time. Amounts paid for the services are not refundable.

You must complete the registration form on the Sign Up page in order to use the Services. You will provide accurate information about yourself as requested in the registration form. As part of the registration process, you will identify an email address for your LiveHelpNow

account. You are responsible for maintaining the security of your account, passwords, files, and for all uses of your account and of the Services in your name. LiveHelpNow reserves the right to refuse registration of, or cancel, accounts it deems inappropriate.

If LiveHelpNow is for any reason unable to effect payment via your credit card or by check for invoiced accounts, you will be notified via email and your LiveHelpNow account will be disabled until payment is received. Please note that allowing a credit card to expire or not submitting payment by check regardless of invoice receipt status will not automatically cancel your account. We continue to incur cost due to the maintenance of all account data, and providing access to your account. You will remain responsible for paying the monthly charge until we receive a cancellation notice as defined in this Agreement. We will send notice to the email address on record if a card is declined. We may also follow-up by phone or mail. If you are past due 30 days on payment of your invoice, we reserve the right to delete your data from our systems and discontinue Services in their entirety without any direct or third party liability whatsoever. We reserve the right to send delinquent accounts to a collection agency if they are not paid within three (3) months of invoice date. Any payment not received from Customer by the due date may accrue, at LiveHelpNow's discretion, late charges at the rate of one and a half percent (1.5%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Each seat will have a unique username to log in to the LiveHelpNow system. You can upgrade or downgrade the number of user seats at any time.

Any third party software, including any third party's plug-in, that may be provided with the Services is included for use at your option. If you choose to use such third party software, then such use shall be governed by such third party's license agreement; provided, however, use of such third party software will not require payment of any additional license (or similar) fee to LiveHelpNow. We are not responsible for any third party's software and shall have no liability for your use of third party software.

### **Restrictions and Responsibilities**

This is an Agreement for Services, and you are not granted a license to any software by this Agreement. You will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Services or any software, documentation, or data related to the Services ("Software"); remove any proprietary notices or labels from the Services or any Software, modify, translate, or create derivative works based on the Services or any Software; copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software; or use any Software in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations) or outside of the scope of the Agreement. The Services shall be used for your internal business (which includes civic or charitable) purposes only and you shall not use the Services or any Software for timesharing or service bureau purposes or otherwise for the

benefit of a third party. If you are using the Services in any country in the European Community, the prohibition against modifying, translating, reverse engineering, decompiling, disassembling or creating derivative works based on the Services or the Software does not affect your rights under any legislation implementing the E.C. Council Directive on the Legal Protection of Computer Programs.

You acknowledge and agree that the Services and the LiveHelpNow company names and logos and all related product and service names, design marks and slogans, are the property of LiveHelpNow or its affiliates or suppliers (collectively, the “Marks”). You are not authorized to use any of the Marks in any advertising, publicity or any other commercial manner without the prior written consent of LiveHelpNow. Your use of the Services confers no title or ownership in the Service, the Software or the Marks and is not a sale of any rights in the Service, the Software or the Marks. All ownership rights remain in LiveHelpNow or its third party suppliers, as the case may be.

You represent, covenant, and warrant that you will use the Services only in compliance with the Agreement and all applicable laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation). You agree you will not access or otherwise use third party mailing lists in connection with preparing or distributing unsolicited email to any third party. You hereby agree to indemnify and hold harmless LiveHelpNow against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise arising from or relating to your use of the Services. Although LiveHelpNow has no obligation to monitor the content provided by you or your use of the Services, LiveHelpNow may do so and may remove any such content or prohibit any use of the Services it believes may be (or is alleged to be) in violation of the foregoing.

The Services may only be used for lawful purposes. Transmission or solicitation of any material that violates United States federal, state or other laws that may apply in this jurisdiction or your local area is prohibited. This may include material that is obscene, threatening, harassing, libelous, or in any way a violation of intellectual property laws or a third party’s intellectual property rights. See LiveHelpNow’s Prohibited Content and Commerce Statement for details.

You acknowledge and agree that the Services may automatically add an identifying footer stating “Powered by LiveHelpNow” or a similar message.

In using the varied features of the Services, you may provide information (such as name, contact information, or other registration information) to LiveHelpNow. LiveHelpNow may use this information and any technical information about your use of the Services to tailor its presentations to you, facilitate your movement through the Service, or communicate separately with you. If you licensed the Services as a result of solicitation by a Marketing Partner of LiveHelpNow, LiveHelpNow may share your information with the Marketing

Partner. LiveHelpNow will not provide information to companies you have not authorized, and LiveHelpNow will not permit the companies that get such information to sell and redistribute it without your prior consent.

LiveHelpNow may collect and track non-personally identifiable information about you, including but not limited to your IP address, the type of hardware you use, and the type of browser you employ, for the sole purpose of assisting with the necessary operation and function of the Software. We reserve the right to compile, save, and use within the scope of our activities and to analyze any and all of your data (registration data and use history). Our use of any such data shall be for internal purposes, including without limitation for the purposes of responding to your requests for information, for contacting you, or for providing you maintenance and support. We may provide aggregated statistics about your use of the Software to third parties, but such information will be aggregated so that it does not identify a particular individual or company.

LiveHelpNow will not use your customer list or any other customer information for any other purposes than those intended with the service. Your customer information will not be shared with any other parties. In addition, LiveHelpNow will not use your customer information for the purpose of sending unsolicited commercial email.

### **Bandwidth usage**

You acknowledge and agree that for each 1000 unique daily visitors to your website you must purchase one user seat or disable visitor tracking functionality provided by LiveHelpNow software.

### **Data Retention**

LiveHelpNow agrees to deliver to you all of your data related to your use of the Services on a monthly basis in an electronic file in a format to be determined between you and LiveHelpNow. Once such file has been delivered to you, LiveHelpNow shall retain data only in accordance with its own data and document retention policies, and shall have no further responsibility to retain or maintain your data on your behalf unless specified otherwise in this Agreement or required by applicable law, rule or regulation.

### **Termination**

*Term of Agreement:* This Agreement commences on the date your services initially began - the Effective Date - and continues until you terminate. Services shall automatically renew for additional periods at the same contractual term as the previous Agreement at the list price in effect at the time of renewal unless Customer terminates as defined herein.

*Termination:* You may terminate this Agreement at any time by logging into your account and going to Cancel My Account within the Settings or by sending written notice to the attention of Accounting at LiveHelpNow at PO Box 1019, Huntingdon Valley, PA 19006. LiveHelpNow shall have no liability to you or any third party because of such termination.

All sections of this Agreement which by their nature will survive termination, including, without limitation, ownership, warranty disclaimers and limitations of liability, shall survive termination.

*Outstanding Fees:* Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to LiveHelpNow prior to the effective date of termination.

*Customer Data:* After cancellation, LiveHelpNow will allow 30 days for the customer to request their data before it is purged from our servers.

### **Warranty Disclaimer; Remedies**

USE OF THE SERVICES AND ANY RELIANCE BY YOU UPON THE SERVICES, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. LIVEHELPNOW DOES NOT WARRANT THAT THE SERVICES WILL MEET ALL OF YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND LIVEHELPNOW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Your sole and exclusive remedy for any failure or nonperformance of the Services shall be for LiveHelpNow to use commercially reasonable efforts to adjust or repair the Services.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL LIVEHELPNOW OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "LIVEHELPNOW") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF LIVEHELPNOW SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT NOTWITHSTANDING THE FOREGOING, LIVEHELPNOW IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE LIABILITY OF LIVEHELPNOW TO YOU WILL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES IN THE PRECEDING SIX (6) MONTHS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION, WE WOULD NOT PROVIDE THE SERVICES ACCESSIBLE HEREIN.

## **Confidentiality**

You acknowledge and agree that you may from time to time acquire information about LiveHelpNow, our and our customers' and agents' business activities and operations, technical information, trade secrets, non-public personal information, claim history and identity, whether or not reduced to writing all of which are proprietary and confidential (the "Confidential Information") in the performance of our obligations under this Agreement. Except as otherwise set forth herein, you hereby agree that: (a) all Confidential Information remains the exclusive property of LiveHelpNow; (b) you shall maintain and cause your employees to maintain (and not to otherwise copy, publish, disclose or use other than as contemplated under the Agreement), the confidentiality and secrecy of LiveHelpNow's Confidential Information; and (c) you shall return or destroy all copies of LiveHelpNow's Confidential Information upon request. Confidential Information shall not include information to the extent it: (i) is or becomes a part of the public domain through no act or omission on your part; or (ii) is independently developed by you without reference to LiveHelpNow's Confidential Information. You have the burden of proving the applicability of any of the foregoing exceptions. Except as otherwise set forth herein, no Confidential Information shall be used by you for your own benefit or purposes or for the benefit or purposes of any other third person or entity without first obtaining LiveHelpNow's written consent. You agree that you will not remove or deface any notice of copyright, trademark, logo or other proprietary notice of the other party appearing on any original or copy of the other party's Confidential Information.

You acknowledge that the foregoing covenants are reasonable and necessary to protect LiveHelpNow and its business. If you engage in any activity in violation of the restricted use and disclosure obligations, it being understood that we will be irreparably harmed and have no adequate remedy in money or damages, we shall, in addition to any other remedies available to it, be entitled to an injunction, without bond, by any competent court enjoining and restraining you from continuance of such activity. If you engage in any activity in violation of the provisions of the Agreement, you agree to indemnify and hold harmless LiveHelpNow and its affiliates, directors, officers, agents, employees, and its suppliers and licensors from any and all losses, and/or expenses incurred by such party as a result of such violation. If you become legally obligated to disclose any of LiveHelpNow's Confidential Information, you shall, to the extent legally permissible, notify LiveHelpNow in writing promptly and shall cooperate with LiveHelpNow at LiveHelpNow's expense in seeking a protective order or other appropriate remedy prior to such disclosure. The obligations relating to Confidential Information shall survive termination of the Agreement.

## **Export of Services or Technical Data**

The Services, the Software and documentation delivered to you under the Agreement are subject to United States export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside the United States. You shall abide by all applicable export control laws, rules and regulations applicable to the Services, the Software and documentation. You may not remove or export from the

United States or allow the export or re-export of the Services, or any direct product thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country. You specifically agree not to export, re-export, or transfer the Services (i) to any country to which the United States has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Services or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) to any person or entity who has been prohibited from participating in United States export transactions by any federal agency of the United States government.

### **Miscellaneous**

If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. LiveHelpNow and you agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.

LiveHelpNow will not be liable to you for any failure or delay in the performance of any of its obligations under the Agreement arising out of any event or circumstance beyond its reasonable control, including war, rebellion, terrorism, civil commotion, strikes, lock-outs or industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, or bad weather; or requisitioning or other act or order by any government, council, or constituted body. If such failure or delay occurs, then LiveHelpNow will give you notice of the circumstance causing such failure or delay, and LiveHelpNow will be excused from the performance of such of its obligations that it is thereby disabled from performing for so long as the event causing the disability continues; provided, however, that such affected party commences and continues to take reasonable and diligent actions to cure such failure or delay.

No agency, partnership, joint venture, or employment is created as a result of the Agreement, and you do not have any authority of any kind to bind LiveHelpNow in any respect whatsoever.

In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

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The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, USA without regard to its choice of law or conflict of laws provisions. All legal actions in connection with the Agreement shall be brought in the state or federal courts located in Philadelphia, Pennsylvania.

**LiveHelpNow**

520 Evans St, Suite #2, Bethlehem, PA 18015

phone: 1-877-LIVE-001, web: [www.livehelpnow.net](http://www.livehelpnow.net)