

# Instant Address

## Terms of Service

### **Terms of Service**

We are Initium Software LLC ("Company," "we," "us," "our"), a company registered in The Commonwealth of Massachusetts, United States at 319 Littleton Rd Ste 306, Westford, MA 01886.

We operate the website <http://www.initiumsoftware.com> (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

Instant Address ("Service", "Service") is an address management service delivered on the Microsoft Azure platform that validates and formats mailing addresses and appends address related data. The service includes 18-month National Change of Address (NCOA).

You can contact us by phone at 800-258-7618, email at [legal@initiumsoftware.com](mailto:legal@initiumsoftware.com), or by mail to 319 Littleton Rd Ste 306, Westford, MA 01886, United States.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and Initium Software LLC, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by [legal@initiumsoftware.com](mailto:legal@initiumsoftware.com), as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

**Use of Services**

Fair Usage. You agree to a Fair Usage policy that limits the number of address validation/NCOA transactions during the annual contract term (the “Authorized Use”) per your tier shown below. You shall ensure, through reasonable mechanisms that it will not exceed the authorized use permitted herein. If you exceed this level at any point during the annual contract term, we reserve the right to increase the annual license cost at the annual contract renewal date. Upon renewal of the annual contract term the validation transaction number resets to zero.

<b>Tier (Constituent Count)</b>	<b>Fair Usage Transactions Per Year</b>
Tier 1 (1-50,000)	2 million
Tier 2 (50,001 - 150,000)	5 million
Tier 3 (150,001 - 275,000)	10 million
Tier 4 (275,001 - 500,000)	15 million
Tier 5 (500,001 +)	20 million

**Permitted Uses and Your Responsibilities**

You agree that the Service shall be used (i) solely for its own internal business purposes and solely for the purpose of managing addresses; (ii) solely in conjunction with the operating system specified herein (if any); and (iii) solely on the equipment and at the location (if any) specified herein.

You further agree that all persons who operate or access the Service are your employees (including temporary employees or individual independent contractors acting on its behalf) and that it shall make all such persons aware of, and ensure they shall abide by, all material terms and conditions of this Agreement. You shall be responsible for the acts of all persons in relation to the access or use of the Service.

**User Representations**

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

### **User Registration**

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

### **Confidentiality**

Each party acknowledges that it may obtain certain valuable information regarding the proprietary information and business of the other party during the course of this Agreement, including data, the Product, the terms of this Agreement, business plans, pricing and marketing and sales strategies, and other materials and information regarding the other party's business operations (the "Proprietary Information"); provided, however, that "Proprietary Information" shall not include any information that (i) becomes publicly available other than by a breach of this Agreement, (ii) is rightfully received by either party from a third party who is not under an obligation of confidentiality with respect thereto, or (iii) can be demonstrated to have been independently developed by such party without access to or use of any of the Proprietary Information of the other party.

Each party shall at all times keep and maintain the confidentiality of all Proprietary Information and shall not use or reproduce the Proprietary Information except as expressly permitted herein and shall not disclose any Proprietary Information to any third party. Each party shall only disclose Proprietary Information (i) to those of its employees, agents and subcontractors on a need-to-know basis and only after first obtaining from any such of its employees, agents and subcontractors that has access to the other party's Confidential Information a written agreement by such party to abide by the nondisclosure requirements of this Agreement, or (ii) as it may be duly ordered to disclose to a judicial or administrative agency of competent jurisdiction, provided that the disclosing shall give other party reasonable notice of such order and a timely opportunity to attempt to preclude or limit such production.

### **Limitations of Liability**

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the services, even if we have been advised of the possibility of such damages. notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us during the six (6) month period prior to any cause of action arising. Certain US state laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

### **Indemnification**

In no event shall we be liable to you for special, incidental, consequential, exemplary, punitive, multiple or other indirect damages, or for loss of profits, loss of data or loss of use damages, arising out of this agreement, whether based upon warranty, contract, tort, statute, strict liability or otherwise, even if we have been advised of the possibility of such damages or losses. In no event shall our aggregate liability to you under this agreement or for any matter or cause of action resulting from, arising out of or relating to this agreement exceed the initial license fee paid to us by you pursuant to this agreement.

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

### **User Data**

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

### **Governing Law**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to the conflict of law provisions thereof. Both parties consent to the exclusive jurisdiction of the state and federal courts located in Middlesex County, Massachusetts in connection with any controversy arising out of or in connection with this Agreement.