

TERMS

Cloud Campaign Terms of Service

These terms and conditions represent the terms and conditions associated with “The Cloud Scheduler”, a white-labeled social media marketing automation platform hosted and owned in its entirety by Cloud Campaign Inc. Sunday Morning Marketing white labels and resells this platform as part of a subscription package, but does not own, claim responsibility for, or have authority to influence the product that Cloud Campaign, Inc. provides.

These terms and conditions and all applicable service-specific terms ("**Terms of Service**" or "**Agreement**") govern your access to and use of any websites, mobile sites, mobile applications, products or services offered by Cloud Campaign Inc. via Sunday Morning Marketing, LLC ("**Cloud Campaign**" "**we**" "**us**") based on the plan you purchased (the "**Services**")

BY ACCESSING AND USING THE SERVICES IN ANY MANNER, YOU ARE "ACCEPTING" AND AGREEING TO BE BOUND BY THESE TERMS OF SERVICE TO THE EXCLUSION OF ALL OTHER TERMS. IF YOU DO NOT UNCONDITIONALLY ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU SHALL NOT (AND SHALL HAVE NO RIGHT TO) ACCESS OR USE THE SERVICES. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. THESE TERMS SHOULD BE READ IN CONJUNCTION WITH Cloud Campaign’s Privacy Policy.

Wherever used in these Terms of Service, "**you**", "**your**", "**Customer**", or similar terms means the person or legal entity accessing or using the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service.

We reserve the right, at any time, to update and change any or all of these Terms of Service, in our sole discretion, including but not limited to the fees and charges associated with the use of the Services. If we do so, we will post the modified Terms of Service on www.CloudCampaign.io (the "**Site**"), though we will notify you of any changes that, in our sole discretion, materially impact these Terms of Service. Continued use of the Services after any such changes have been made shall constitute your consent to such changes. If a change has a material adverse impact on you, and you have contracted and prepaid for a certain term, you may notify us within 25 days after being informed of that change that you do not agree with the change. If you do so, we will delay applying the change to you until your prepaid term ends, or, at our sole and absolute discretion, allow you to cancel your account, and we will refund any prepaid amount pro rata to you. If you use our Services after your prepaid term ends, all changes will apply to you. You are responsible for regularly reviewing the most current version of these Terms of Service, which are currently available at: <http://www.CloudCampaign.io/terms>. When we change these Terms of Service, we will modify the "**Last Modified**" date above.

1. Definitions

"Authorization Form" means a document issued by Cloud Campaign via Sunday Morning Marketing, LLC and executed or otherwise agreed upon by you, or your authorized representative that specifies, among other things, a description of the Services, the fees, the number of Seats purchased, the Term, and any other details specifically related to the Services.

"Authorized Users" means individuals who are directly accessing the Services via an online sign-up process, or individual users authorized by you to use the Services and who you have supplied user identifications and passwords to. Authorized Users may include your employees, consultants, contractors, agents, or your other designees, but shall not include any employee or agent of any Cloud Campaign competitor.

"Customer Content" means all information and data (including text, images, photos, videos, audio, and documents) or any other content in any media and format provided or made available to Cloud Campaign by or on your behalf in relation to the use of the Services.

"Fair Use Policy" means the limits placed on usage as described in Section 2.6.

"Mentions" means the information, including links, posts, and excerpts, that has been made publicly available and obtained by Cloud Campaign on your behalf from the Internet, and data derived therefrom, including reports, summaries, graphs, and charts.

"Seat" means a single subscription associated with a single login to Services, assigned to one Authorized User.

"Services" means services provided to you by Cloud Campaign based on the plan you have purchased either through an online transaction or via an Authorization Form, but excluding Third-Party Services.

"Supported Platform(s)" means the social networking site(s) currently supported by the Services, including Twitter, Facebook, LinkedIn, Instagram, YouTube, Google My Business, Pinterest, and other social networking sites as described via the Site.

"Taxes" means all taxes, assessments, charges, fees, and levies that may be levied or based upon the sale or license of goods and/or services, as the case may be, including all sales, use, goods and services, value added, and excise taxes, custom duties, and assessments together with any instalments with respect thereto, and any interest, fines, and penalties with respect thereto, imposed by any governmental authority (including federal, state, provincial, municipal, and foreign governmental authorities).

"Third-Party Services" means products, services, applications, or websites made available by third parties through the Services (i.e., companies or people who are not Cloud Campaign).

2. Cloud Campaign Services

2.1 Services. During the Term, subject to the terms and conditions of this Agreement, and solely for your personal or internal business purposes, Cloud Campaign grants you and your Authorized Users a right to access and use our Services for the number of Seats purchased, and support, if applicable, in accordance with the plan you selected.

2.2 Updates and Functionalities. You acknowledge that from time to time Cloud Campaign may apply updates to the Services and that such updates may result in changes in the appearance and/or functionality of the Services (including the addition, modification, or removal of functionality, features, or content). Excluding the addition of wholly new products, Cloud Campaign shall provide, implement, configure, install, support, and maintain at its own cost any and all updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to the Services (collectively, the "**Updates**"). You acknowledge that the Services interoperate with several Supported Platforms, and that the Services provided are highly dependent on the availability of such Supported Platforms. If at any time any Supported Platforms cease to make their programs available to Cloud Campaign on reasonable terms (each an "**API Change**"), Cloud Campaign and Sunday Morning Marketing, LLC may cease to provide such features to you without entitling you to refund, credit, or other compensation.

2.3 Acceptable Use. You shall (i) be responsible for your and your Authorized Users' compliance with these Terms of Service, including the Fair Use Policy; (ii) be solely responsible for the accuracy, quality, integrity, and legality of Customer Content and of the means by which you acquired or generated Customer Content; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, including keeping your password and user name confidential and not permitting any third party to access or use your user name, password, or account for the Services; (iv) be solely responsible and liable for all activity conducted through your account in connection with the Services; (v) promptly notify Cloud Campaign if you become aware of or reasonably suspects any security breach, including any loss, theft, or unauthorized disclosure or use of your (or any Authorized User's) user name, password, or account; (vi) use the Services only in accordance with applicable laws and government regulations; (vii) comply in all respects with all applicable terms of the Third-Party Services that you access or subscribe to in connection with the Services, including the applicable terms for Supported Platforms, such as the YouTube Terms of Service published at www.youtube.com/t/terms. Without limiting the foregoing, you represent and warrant that (i) you are not a public sector entity who will be using the Services to access or use content from Twitter for surveillance purposes, (ii) you are not a public sector entity whose primary function includes conducting surveillance/gathering intelligence; and (iii) you will not be using the Services to access or use content from Twitter for any unlawful, discriminatory purposes and/or profiling based on sensitive categories of information prohibited by law (see Section VII.A. User Protection of the Twitter Developer Agreement published at <https://developer.twitter.com/en/developer-terms/agreement>). You must not (a) make the Services available to anyone other than to your Authorized Users; (b) allow more than one individual Authorized User to use a Seat; (c) sell, trade, or otherwise transfer your Seats to another party; (d) use the Services to store or transmit any content, including Customer Content, that may be infringing, defamatory, threatening, harmful, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, rights of publicity, or other laws, or send spam or other unsolicited messages in violation of applicable law; (e) upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component; (f) attempt to reverse engineer, de-compile, hack, disable, interfere with, disassemble, copy, or disrupt the integrity or the performance of the Services, any third-party use of the Services, or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law); (g) access the Services in order to build a competitive product or

service or copy any ideas, features, functions, or graphics of the Services; (h) attempt to gain unauthorized access to the Services or its related systems or networks; or (i) authorize, permit, or encourage any third party to do any of the above.

2.4 Mentions. You understand that by using the Services you may be exposed to third-party content, information, and Mentions that might be unlawful, offensive, harmful, inaccurate or otherwise inappropriate. Cloud Campaign and Sunday Morning Marketing, LLC do not own, control, or review Mentions, and unless Customer creates the content of Mentions, Mentions shall not be considered "**Customer Content**" under any circumstances. Mentions may be indecent, offensive, inaccurate, unlawful, or otherwise objectionable. Cloud Campaign and Sunday Morning Marketing, LLC have no obligation to preview, verify, flag, modify, filter, or remove any Mentions, even if requested to do so, although Cloud Campaign or Sunday Morning Marketing, LLC may do so in their respective sole discretion(s). Your use of Mentions is at your sole risk, and Cloud Campaign nor Sunday Morning marketing, LLC shall not be liable to you or any third party in relation to Mentions.

2.5 Fair Use Policy. Cloud Campaign and/or Sunday Morning Marketing, LLC may suspend your access to the Services for abusive practices that degrade the performance of the Services for you and/or other customers of Cloud Campaign or Sunday Morning Marketing, LLC.

2.6 Third-Party Products and Services. You acknowledge that the Services may enable or assist you to access, interact with, and/or purchase Third-Party Services from Supported Platforms and other third parties. When you access the Third-Party Services, you will do so at your own risk. These Third-Party Services may also allow you to store your Customer Content with the provider or operator of the Third-Party Services. Any use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services (and you shall comply with all such terms and conditions), and any contract entered into, or any transaction completed via any Third-Party Services, is between you and the relevant third party, and not Cloud Campaign or Sunday Morning Marketing, LLC. Cloud Campaign and Sunday Morning Marketing, LLC make no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Services or any transactions completed and any contract entered into by you with any such third party. Namely, while using the YouTube API client, you are agreeing to be bound by the YouTube Terms of Service (<https://www.youtube.com/t/terms>). You can revoke Cloud Campaign's (and therefore Sunday Morning Marketing, LLC's) access to your YouTube and Google accounts at any time by visiting Google's Security Settings (<https://security.google.com/settings/security/permissions>).

2.7 Non-Exclusivity. You acknowledge that the rights granted to you under this Agreement are non-exclusive and that nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict Cloud Campaign's or Sunday Morning Marketing's right to license, sell, or otherwise make available the Services to any third party or perform any services for any third party.

2.8 Beta Testing. From time to time, we may offer you the opportunity to install, use and test (the "**Beta Testing**") certain of our Services prior to their commercial release (the "**Beta Services**").

Beta Services are intended for evaluation purposes and not for production use and are subject to following additional terms:

(i) we grant you a limited right to use the Beta Services for Beta Testing purposes during the applicable testing period;

(ii) you agree to provide suggestions, comments, or other feedback with respect to the Beta Services as reasonably requested, including ideas for modifications and enhancements (the "**Beta Feedback**"). You hereby assign to us all right, title and interest in and to the Beta Feedback. All Beta Services and your Beta Feedback are Cloud Campaign's Confidential Information, and Cloud Campaign may use your Beta Feedback in advertising and promotional materials with your prior consent (not to be unreasonably withheld);

(iii) we reserve the right to modify the Beta Services or terminate your participation in the Beta Testing for any reason, without liability to you. We will use commercially reasonable efforts to provide you with reasonable advance notice of such termination;

(iv) you acknowledge that the Beta Services are not at the level of performance or compatibility of a final, generally available product offering, and may be substantially modified prior to commercial availability, or withdrawn. We are under no obligation to provide technical support with regards to the Beta Services, and we provide no assurance that any specific errors or performance issues in the Beta Services will be corrected; and

(v) the Beta Services are provided on an "as is" and "as available" basis without any warranties or conditions of any kind, whether express, implied, statutory or otherwise. Use of the Beta Services is at your sole risk. In no event will we be liable to you for any damage whatsoever arising out of the use of or inability to use the Beta Services.

3. Intellectual Property

3.1 Cloud Campaign Services. As between you and Cloud Campaign, Cloud Campaign retains all right, title, and interest in and to the Services. Nothing herein shall be construed to restrict, impair, encumber, alter, deprive, or adversely affect the Services or any of Cloud Campaign's rights or interests therein or any other Cloud Campaign intellectual property, brands, information, content, processes, methodologies, products, goods, services, materials, or rights, tangible or intangible. All rights, title, and interest in and to the Services not expressly granted in this Agreement are reserved by Cloud Campaign. You may from time to time provide suggestions, comments or other feedback to Cloud Campaign with respect to the Services ("**Feedback**"). Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for Cloud Campaign notwithstanding anything else. You shall, and hereby do, grant to Cloud Campaign a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose.

3.2 Customer Content. You grant Cloud Campaign a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 9.1) license, without a right of sublicense, to access, use, reproduce, electronically distribute, transmit, perform, format, display, store, archive, and index the Customer Content for the purpose of supporting your use of the Services and providing Services to you. Cloud Campaign may also use Customer Content for the purpose of supporting and developing the Services, provided that when doing so, Cloud Campaign shall only use Customer Content in an anonymized and aggregated way. Subject only to the limited license

expressly granted herein, you and your Authorized Users shall retain all right, title and interest in and to the Customer Content and all intellectual property rights therein. Nothing in this Agreement will confer on Cloud Campaign any right of ownership or interest in the Customer Content or the intellectual property rights there

3.3 Responsibility for Customer Content and Mentions. You are solely responsible for the Customer Content that you or Authorized Users upload, publish, display, link to, or otherwise make available via the Services, and you agree that Cloud Campaign and Sunday Morning Marketing, LLC are only acting as passive conduits for the online distribution and publication of the Customer Content and the online display of Queries and Mentions. Cloud Campaign and Sunday Morning Marketing, LLC will not review, share, distribute, or reference any Customer Content or Mentions except as provided herein, as provided in [Cloud Campaign's privacy policy](#), or as may be required by law. Notwithstanding the foregoing, Cloud Campaign and Sunday Morning Marketing, LLC retain the authority to remove any Customer Content uploaded that it deems in violation of this Agreement, at their respective sole discretion.

4. Term and Termination

4.1 Term of the Agreement ("Term"). For Online Services, the term of this Agreement shall commence on the day you access the Services for the first time and shall continue until your subscription ends, or your account is cancelled and you cease using our Services. If you purchase Services via an Authorization Form, the term of this Agreement shall commence on the day you sign the Authorization Form and shall continue until your subscription ends, or your account is cancelled and you cease using our Services.

5.2 Termination. If you violate the letter or spirit of this Agreement, abuse the Services, or otherwise create risk or possible legal exposure to Cloud Campaign or Sunday Morning Marketing, LLC, we can terminate or suspend your access to the Services at our sole discretion. We will use commercially reasonable efforts to notify you by email or at the next time you attempt to access your account. You may also cancel or disable Services at any time.

5.3 Effects of Termination. Upon termination of this Agreement for any reason, (i) you will immediately cease all use of the Services; (ii) you will have no further access to your accounts provided by Cloud Campaign and Sunday Morning Marketing, LLC; and (iii) you will pay Sunday Morning Marketing, LLC all unpaid amounts owing to Sunday Morning Marketing, LLC.

5.4 Survival. Any provision of this Agreement which, either by its terms or to give effect to its meaning, must survive, and such other provisions which expressly, or by their nature, are intended to survive termination shall survive the expiration or termination of this Agreement.

7.1 Your Indemnification. You shall defend, indemnify, and hold harmless Cloud Campaign and Sunday Morning Marketing, LLC, its affiliates, directors, officers, employees, and agents from and against all claims, losses, damages, penalties, liability, and costs, including reasonable attorneys' fees, of any kind or nature which are in connection with or arising out of a claim (a) alleging that the Customer Content or your use of the Services infringes or violates the intellectual property rights, privacy rights, or other rights of a third party or violates applicable law; (b) relating to, or arising

from, Customer Content, or your breach of Section 2.3 or Section 2.6; or (c) relating to, or arising from, Third-Party Services.

8. Limitation of Liability

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CLOUD CAMPAIGN'S OR SUNDAY MORNING MARKETING, LLC'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BY STATUTE, CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF (A) THE FEES PAID BY YOU FOR THE SERVICES HEREUNDER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE AND (B) US\$500. Cloud Campaign and Sunday Morning Marketing, LLC DO NOT OFFER ANY WARRANTY OR REMEDIES FOR THE INTERRUPTION OR CESSATION OF ACCESS OR TRANSMISSION TO OR FROM THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Cloud Campaign, Sunday Morning Marketing, LLC, THEIR DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL USE, OR DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE SERVICES OR ANY OTHER ASPECT OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL Cloud Campaign OR SUNDAY MORNING MARKETING, LLC BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THIS AGREEMENT, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF Cloud Campaign or Sunday Morning Marketing, LLC WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR RESTRICT OR SHALL BE CONSTRUED AS EXCLUDING OR RESTRICTING THE LIABILITY OF Cloud Campaign or Sunday Morning Marketing, LLC FOR (I) DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF Cloud Campaign or Sunday Morning Marketing, LLC, ITS EMPLOYEES, OR ITS AGENTS; (II) WILLFUL MISCONDUCT OF Cloud Campaign or Sunday Morning Marketing, LLC; OR (III) ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

9. General

9.1 Assignment. You may not assign or otherwise transfer any of your rights or obligations hereunder, whether by merger, sale of assets, change of control, operation of law or otherwise, without the prior written consent of Cloud Campaign (not to be unreasonably withheld), and any attempted assignment or transfer without such consent will be void. Cloud Campaign may freely assign or delegate all rights and obligations under this Agreement, fully or partially without notice to

you. Cloud Campaign may also substitute, by way of unilateral novation, effective upon notice to you, Cloud Campaign

Inc. for any third party that assumes our rights and obligations under this Agreement.

9.2 Export Compliance and Use Restrictions. You shall not use or access the Services if you are located in any jurisdiction in which the provision of the Services is prohibited under Canadian, U.S. or other applicable laws or regulations (a "**Prohibited Jurisdiction**") and you shall not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) you are not named on any Canadian or U.S. government list of persons or entities prohibited from transaction with any Canadian or U.S. person; (b) you are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) you shall not allow Authorized Users to access or use the Services in violation of any Canadian, U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) you shall comply with all applicable laws regarding the transmission of data exported from the country in which you (or your Authorized Users) are located to Canada and the United States.

9.3 Severability. Each provision of this Agreement is severable. If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, the illegality, invalidity, or unenforceability of that provision will not affect the legality, validity, or enforceability of the remaining provisions of this Agreement or of that provision in any other jurisdiction.

9.4 Notices. For purposes of service messages and notices about the Services, we may place a banner notice across our pages to alert you to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an email from us to an email address associated with your account, even if we have other contact information. You also agree that we may communicate with you through your Cloud Campaign account or through other means including email, mobile number, telephone, or delivery services including the postal service about your Cloud Campaign account or services associated with us. You acknowledge and agree that we shall have no liability associated with or arising from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Services. You may provide legal notice to Cloud Campaign [via email](#) with a duplicate copy sent via registered mail to Cloud Campaign Inc., 1515 Walnut Street, Suite 100, Boulder, Colorado 80302; Attention: Legal Affairs. The email address provided may be updated as part of any update to these Terms of Service.

9.5 Waivers. No waiver of any provision of this Agreement is binding unless it is in writing and signed by all parties to this Agreement, except that any provision which does not give rights or benefits to particular parties may be waived in writing, signed only by those parties who have rights under, or hold the benefit of, the provision being waived if those parties promptly send a copy of the executed waiver to all other parties. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

9.6 Nature of Relationship. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

9.7 Force Majeure. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lock-outs, or labour disruptions; and any laws, orders, rules, regulations, acts, or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

9.8 Governing Law. This Agreement and your relationship with Cloud Campaign shall be governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the province of British Columbia, Canada and shall be considered to have been made and accepted in British Columbia, Canada, without regard to its conflict of law provisions. All disputes under this Agreement will be resolved by the courts of British Columbia in Vancouver. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

9.9 Entire Agreement. The terms of this Agreement, together with any service-specific terms, any applicable Authorization Form, all exhibits, and [Cloud Campaign's privacy policy](#), constitute the entire agreement between the parties with respect to the use of the Services and supersede any prior or inconsistent agreements, negotiations, representations, and promises, written or oral, with respect to the subject matter and is binding upon the parties and their permitted successors and assigns. In the event of any conflict between this Agreement and the terms of an Authorization Form, the provisions of the Authorization Form shall prevail. The terms of this Agreement will apply to all orders you submit to Cloud Campaign and shall supersede any additional terms, which may be incorporated in a purchase order form, or any other form you generate. Any such terms shall be null and void.

SERVICE-SPECIFIC TERMS

10. Cloud Campaign Campaigns for Contests

If you use or access Cloud Campaign Campaigns for Contests, the following additional terms apply to your access to and use of such Services:

10.1 Additional Definitions.

"Campaigns" means campaigns created by you or your Authorized Users, including contests, sweepstakes, galleries, and other market data gathering activities on Supported Platforms, via the Cloud Campaign Campaigns Platform.

"Campaign Page" means a webpage for a particular Campaign that may display or publish Customer Content, Mentions, and/or Submitted Content.

"Campaign Participant" means a person who participates in a Campaign.

"Cloud Campaign Campaigns for Contests" or "Cloud Campaign Campaigns Platform" means Cloud Campaign's proprietary software, content, text, images, media, and other materials delivered through Cloud Campaign's web platform campaigns. CloudCampaign.io and cldportal.com (including successor domain names and sites) and mobile applications that enable you and your Authorized Users to create and manage Campaigns, including any modifications or Updates.

"Submitted Content" means all information (including personal information) and data or any other content in any media and format provided or made available to you by Campaign Participants.

10.2 Campaigns. You shall: (i) be responsible for the Campaigns and content published and distributed on the Campaign Pages; (ii) ensure that each Campaign complies with all applicable laws, rules, and regulations; (iii) establish, provide, and administer official rules for each Campaign that accomplish the following: (a) informs each Campaign Participant that you may be collecting personally-identifiable information about them in connection with the operation of the Campaign, your use of the foregoing information will be subject to your privacy policy, and Cloud Campaign's use of the foregoing information will be subject to Cloud Campaign's privacy policy; (b) obtains each Campaign Participant's consent as required by applicable law to your and Cloud Campaign's use of such information for purposes of operating the Campaign and for the statistical purposes set forth in these Terms of Service or the applicable privacy policies; (c) notifies each Campaign Participant that the Campaign is in no way sponsored, endorsed, or administered by, or associated with, Cloud Campaign and that any references to any of your products, services, or offerings by trade name, trade-mark, manufacturer, supplier, or otherwise do not constitute or imply endorsement, sponsorship, or recommendation thereof by Cloud Campaign; and (d) states that each Campaign Participant unconditionally releases and holds harmless Cloud Campaign from any and all liability associated with the Campaign; (iv) require each Campaign Participant to agree to the official rules for the applicable Campaign; and (v) not request the submission of personal medical information, social security information, payment card details, or financial information with respect to a Campaign or on a Campaign Page.

You acknowledge and agree that: (i) the Services do not assist with compliance of the Campaigns with any laws, rules, or regulations; (ii) Cloud Campaign and Sunday Morning Marketing, LLC are not responsible or liable for the failure of any Campaign Participant (or any other third party) to comply with the rules, terms, conditions, policies, or applicable laws, rules, or regulations governing any Campaign; (iii) Cloud Campaign and Sunday Morning Marketing, LLC are not liable for the content or customized display of any Campaign or Campaign Page and disclaim any warranty as to the completeness of the Mentions and Submitted Content obtained on your behalf and displayed on any Campaign Page; (iv) you may not refer to Cloud Campaign nor use Cloud Campaign's name, trade-marks, or trade names in connection with a Campaign or in the rules or materials relating to a Campaign, except to refer to Cloud Campaign's privacy policy and copyright policy where required in accordance with the paragraph above; (v) if Campaign Participants provide you with Submitted Content that is personal information, Cloud Campaign is not responsible or liable for your use or distribution of such information; and (vi) Cloud Campaign is not responsible for monitoring your compliance with the obligations in this Section 10.2. If you are in breach of such obligations with respect to a Campaign, Cloud Campaign may immediately suspend such Campaign and its Campaign Page and your access to the Services.

10.3 Submitted Content. You shall be solely responsible for the means by which you acquire or generate Submitted Content. You understand that, by using the Services, you may be exposed to Submitted Content that might be unlawful, offensive, harmful, inaccurate, or otherwise inappropriate. Unless you create the content of the Submitted Content, Submitted Content shall not be considered "Customer Content" under any circumstances. Cloud Campaign or Sunday Morning Marketing, LLC have no obligation to preview, verify, flag, modify, filter, or remove any Submitted Content, even if requested to do so, although Cloud Campaign and / or Sunday Morning Marketing, LLC may do so in its sole discretion. Your use of Submitted Content is at your sole risk, and Cloud Campaign shall not be liable to you or any third party, including any Campaign Participant, in relation to Submitted Content.

To the extent Submitted Content is accepted for a Campaign, you shall (i) require each Campaign Participant to be responsible for its own Submitted Content and the consequences of posting or publishing such Submitted Content; and (ii) require each Campaign Participant to affirm, represent, and warrant that such Campaign Participant (a) owns or has the necessary licenses, rights, consents, and permissions to use and authorize you and Cloud Campaign to use all intellectual property rights in and to its Submitted Content and (b) has the written consent, release, and/or permission of each and every identifiable individual person in its Submitted Content to use the name and likeness of every such person, in order to enable inclusion and use of the Submitted Content in the manner contemplated by the Campaign and applicable official rules and on the Campaign Page.

10.4 Responsibility for Campaigns and Submitted Content. You agree that the Services are only a passive conduit for the online display of Campaigns and Submitted Content. Cloud Campaign and Sunday Morning Marketing, LLC will not review, share, distribute, or reference any Campaigns or Submitted Content, except as provided in this Agreement, as provided in [Cloud Campaign's privacy policy](#), or as may be required by law. Notwithstanding the foregoing, Cloud Campaign and Sunday Morning Marketing, LLC retain the authority to remove any Submitted Content uploaded that it deems in violation of this Agreement, in its sole discretion.

10.5 Your Additional Indemnification. You shall defend, indemnify, and hold harmless Cloud Campaign, Sunday Morning Marketing, LLC, their affiliates, directors, officers, employees, and agents from and against all claims, losses, damages, penalties, liability, and costs, including reasonable attorneys' fees, of any kind or nature which are in connection with or arising out of a claim (a) alleging that any Campaign or Submitted Content infringes or violates the intellectual property rights, privacy rights, or other rights of a third party or violates applicable law; or (b) relating to, or arising from, (i) any Campaign or Submitted Content, or entries to or from a Campaign or a Campaign Page or (ii) your breach of your obligations, representations, or warranties in Section 10.2 or 10.3 above.

11. Cloud Campaign API

If you use or access Cloud Campaign's API services, the following additional terms as well as the terms and conditions located at <https://CloudCampaign.io/api-terms> (the "**Developer Terms and API License Agreement**") will also apply to your access and use of such Services.

11.1 Additional Definitions.

"**API**" means the Application Programming Interface and associated API Documentation provided by Cloud Campaign, as updated from time to time. There may be more than one API, and in these Cloud Campaign API Terms the term is both singular and plural.

"**API Access**" means access to and use of the API, as set forth in the API Documentation.

"**API License**" means an API Access license for a single user.

11.2 API Access. During the Term, and solely for your internal business purposes, we will provide you with API Access for such number of API Licenses as set forth either in the Authorization Form describing the API Access.

11.3 Data Exchange. You acknowledge that use of the API Access will involve the exchange of data, and Customer Content between the Services and certain Third-Party Services and internal services used by you. You hereby consent to such exchange of data and represent and warrant that such exchange complies with the terms of such Third-Party Services (including Supported Platforms) and applicable law.

11.4 Conflicting Terms. In the event of a conflict between these Terms of Service and the Developer Terms and API License Agreement, the Cloud Campaign Terms will govern to the extent of such conflict.