

Terms of Service

Thank you for selecting the Services offered by Monogram Media Limited and/or its subsidiaries and affiliates (referred to as "Monogram Media", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. These Terms of Service is a legal agreement between you and Monogram Media. By subscribing, installing, accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions as its authorized representative, in which case the terms "you", "your" or "User" will refer to such entity and its affiliates as well as you.

The Service is only provided to businesses and formal organisations. Individuals may purchase the Service but shall be treated as a business/organisation and therefore agree to waver 'consumer' specific rights which include but are not limited to those detailed in the UK's Consumer Contracts regulations (formally Distance Selling regulations).

If you are an individual or representing an organisation located outside England ("International Customer") you will be bound by this agreement as if you were located in England and by the appropriate laws of England and Wales.

A. GENERAL TERMS

1. AGREEMENT.

This Agreement describes the terms governing your use of the Monogram Media Services. It includes by reference:

- Monogram Media's [Privacy Policy](#)
- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you including product or programme terms, ordering, activation, payment terms, data processing agreements, etc.

You must be at least 18 years of age to use our Services. By accessing or using our Services you agree that:

- You can form a binding contract with Monogram Media;
- You are not a person who is prohibited from receiving the Services under the laws of England and Wales, or any other applicable jurisdiction including but not limited to European Union, United States, Canada, Australia and New Zealand.

- You will comply with this Agreement and all applicable national, and international laws, rules, and regulations, including import and export regulations.

2. YOUR RIGHTS TO USE THE SERVICES.

2.1 Our Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the paid for Services and only for the purposes prescribed by Monogram Media. Monogram Media reserves all other rights in the Services. Until termination of this Agreement, and as long as you meet all applicable payment obligations as well as comply with this Agreement, Monogram Media grants to you, the User, limited, nonexclusive, non-transferable rights and license to use our Service.

2.2 You agree not to modify, adapt, translate, reverse engineer, decompile, analyse or derive the internal workings of our Services in any way or authorize a third-party to do so.

2.3 You agree not to use, nor permit any third-party to use, the Service, or any content produced by the Service, in a manner that violates local, regional, state or international laws and regulations or conditions set out in this Agreement. These include, but are not limited to:

- Providing access to or giving any part of the Services to any unauthorized third-party,
- Reproducing, modifying, copying, deconstructing, trading or reselling the Services save for that which is intended to be sold or traded such as the sponsorship elements of the Service,
- Making the Services available on any file-sharing, hosting service, or social media platform not explicitly permitted or without prior agreement.

3. PAYMENT.

For Services offered on an annual, one-off or subscription payment basis, the following terms apply, unless Monogram Media or its third-party affiliate notifies you otherwise in writing. Additional ordering and payment terms for other additional Services, such as discounts, trials and evaluation periods will be included on the website for the Service:

Unless otherwise stated, at the time of subscription the following shall apply:

- Payments will be billed to you by Monogram Media in pounds sterling (£), or other local currencies made available from our payment gateway. Your bill will include local purchase taxes, including for example VAT. Your account will be debited when you subscribe or as detailed in the Service description on the Service's website.
- You must pay with one of the following:
 1. A valid credit card acceptable to Monogram Media

2. A valid debit card acceptable to Monogram Media
 3. By Direct Debit. (You will first need to complete a Direct Debit Mandate and allow time for it to be processed by the banks before we can raise an invoice for the Service.) We will issue an invoice 5 days prior to the first and then each subsequent month unless otherwise stated.
 4. By another payment option Monogram Media provides to you in writing.
- If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse your use of the Service.
 - If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programmes supported by your card provider (e.g., updater services, recurring billing programmes, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
 - Monogram Media will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Service is cancelled or terminated under this Agreement.
 - Additional cancellation or renewal terms may be provided to you on the website for the Services.

4. SOFTWARE SERVICE CONFIGURATION AND USAGE

Use of and configuration of Services may require installation of software, either as a programme download or within your web browser. By continuing to use the Service you grant Monogram Media permission to access your device(s) and network as required to enable the required functionality of the Service as deemed necessary by Monogram Media. You also agree that you have the access permissions for the device(s) and communications network, have authority within your organisation, and that you are responsible for the operation of Monogram Media software while running on your device(s) and network.

MONOGRAM MEDIA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

- THE VALIDITY OF THE SERVICE'S DATA INCLUDING AND NOT LIMITED TO VIDEOS, IMAGES, TEXT, WEB LINKS,
- THE SERVICES ABILITY TO CONNECT TO THIRD-PARTY SYSTEMS SUCH AS CLOUD STORAGE, OR THE USER'S SOCIAL MEDIA ACCOUNTS,
- THE AVAILABILITY OF TELECOMMUNICATION OR INTERNET ACCESS FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION,
- ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF NETWORK OR TELECOMMUNICATION SERVICES,
- ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES

- ANY FAILURE TO PUBLISH OR TRANSFER ANY DATA, COMMUNICATIONS, SETTINGS OR CONTENT CONNECTED WITH THE SERVICE.

5. DATA PROCESSING AND PRIVACY.

5.1. You acknowledge and agree that Monogram Media will process and maintain your personal information as detailed in our Privacy Policy.

6. CONTENT

6.1 You must not edit or alter the material /data ("Content") which is published or uploaded on your behalf by this Service. This includes but is not limited to warnings, legal notices, copyright information and third-party acknowledgements.

6.2 You shall not configure the Service such that published or uploaded Content is misleading in any way or seeks to misrepresents. This includes but is not limited to Tidal, Weather, Travel, Sport, Business or Financial Content. In addition, you are responsible for the validity, completeness, accuracy and timeliness of the Content, other data and third-party information (for example sponsor's details) which is uploaded or posted by the Service. You must provide all the appropriate, required and legal warnings as well as copyright ownership and any required additional information, disclosures and legal notices. You are responsible for any lost or unrecoverable Content. Further, you grant Monogram Media a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services and Archive your Content frequently. You also agree not to use, nor permit any third-party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, harmful, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage and inciting others to act or would reasonably likely act in any criminal or civil activity contrary to any local or foreign law,
- Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy or human rights,
- Investment opportunities, solicitations, chain letters, pyramid schemes or engage in spamming or flooding,
- Virus, trojan horse, worm or other disruptive or harmful software or data,
- Any information, data or Content which is not legally yours and without prior permission from the copyright owner or intellectual property rights owner.

6.3 Community forums. The Services may include a community forum or other social features to exchange Content and information with other users of the

Services and the public ("Community Forum"). Monogram Media does not support and is not responsible for the content in these Community Forums. Please use respect when you interact with other users in a Community Forum. Do not reveal confidential or other information that you do not want to make public. Users may post hypertext links to content of third parties for which Monogram Media is not responsible.

6.4 Monogram Media may freely use feedback you provide. You agree that Monogram Media may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising, or marketing materials. You grant Monogram Media a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to Monogram Media in any way.

6.6 Monogram Media may monitor and analyse the engagement and other metrics of the Content provided by this Service, however, Monogram Media has no obligation to do so. We may subsequently disclose any information necessary to satisfy our legal obligations, protect Monogram Media or its customers, or operate the Services properly. Monogram Media, in its sole discretion, may refuse to post, remove, or refuse to remove any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

7.1 We may tell you about other Monogram Media services. You may be offered other services, products, or promotions by Monogram Media (other "Monogram Media Services"). Additional terms and conditions and fees may apply.

7.2 Monogram Media may be required by law to send you communications about the Services or third-party products. You agree that Monogram Media may send these communications to you via email or by posting them on our websites.

7.3 You will manage your passwords and accept updates. You are responsible for securely managing your username and password(s) for accessing the Services and to contact Monogram Media if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third-party applications, or general updates to improve the Services. You agree to receive these updates.

8. DISCLAIMER OF WARRANTIES

8.1 YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MONOGRAM MEDIA, ITS AFFILIATES, AND ITS THIRD-PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-

INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. MONOGRAM MEDIA AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. TO THE GREATEST EXTENT PERMITTED BY THE APPLICABLE LAWS OF ENGLAND AND WALES OR BY THE APPLICABLE INTERNATIONAL OR LOCAL LAWS; ANY IMPLIED WARRANTIES IN RESPECT TO THE SERVICES, SOFTWARE, AND CONTENT ARE LIMITED TO 30 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

8.2 MONOGRAM MEDIA, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW.

9. LIMITATION OF LIABILITY AND INDEMNITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF MONOGRAM MEDIA, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE THREE MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, MONOGRAM MEDIA, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, THE ABILITY OF THE SERVICE TO UPLOAD OR PUBLISH ON SOCIAL MEDIA, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET MONOGRAM MEDIA SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF MONOGRAM MEDIA AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF MONOGRAM MEDIA, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE. NOTWITHSTANDING THE FOREGOING, NO PROVISION OF THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS PROHIBITED BY THE APPLICABLE LAWS OF ENGLAND AND WALES AND FOR THE AVOIDANCE OF DOUBT MONOGRAM MEDIA DOES NOT EXCLUDE LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) ANY OTHER LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED BY CONTRACTUAL AGREEMENT OF THE PARTIES.

You agree to indemnify and hold Monogram Media and its affiliates and suppliers blameless from all claims, liability, and expenses, including any legal fees and costs, arising out of your use of the Services or a breach of this Agreement (collectively referred to as "Claims"). Monogram Media reserves the right, in its sole discretion and at its own expense, to assume the exclusive defence and control of any Claims. You agree to reasonably cooperate as requested by Monogram Media in the defence of any Claims.

10. CHANGES.

We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Service's, dashboard, on our website or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your agreement to the changes.

11. TERMINATION.

Monogram Media may immediately, in its sole discretion and without notice terminate this Agreement or suspend the Services if you fail to comply with this Agreement or if you no longer agree to receive electronic communications. Upon termination you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Monogram Media's rights to any payments due to it. Monogram Media may terminate a free or evaluation account at any time. Unless notified otherwise this Agreement will remain in effect even if the Service is terminated.

12. EXPORT AND TRADE RESTRICTIONS.

You agree that you and your personnel who use the Services are not prohibited from receiving the Services under the laws of the England & Wales, or other applicable jurisdiction. For example, you are not on the U.S. Treasury Department's list of Specially Designated Nationals or the United Kingdom HM Treasury Financial Sanctions List or are subject to any other similar prohibition. You will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

13. GOVERNING LAW AND JURISDICTION.

This Agreement will be governed by the laws of England and Wales, without regard to its conflicts of law principles. Notwithstanding the foregoing, you acknowledge that your breach (or an apprehension of breach) of any provisions of this Agreement, or any infringement (or apprehension of infringement) of Monogram Media's or its Suppliers' intellectual property rights may cause Monogram Media irreparable damage for which recovery of money damages would be inadequate. Accordingly, you agree that Monogram Media shall be entitled, in addition to any other remedies available to it, to seek (in any court of competent jurisdiction, notwithstanding the previous sentence) any relief (whether equitable or otherwise) to prevent or restrain any such breach or

apprehended breach by you or otherwise to protect Monogram Media's rights under this Agreement. The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales. You agree that you will procure that any third-party making a claim against Monogram Media arising out of this Agreement shall bring such claim exclusively in the English courts and subject to the limitations and exclusions of liabilities provided for in this Agreement.

Monogram Media does not represent that the Services and/or content within the Services is appropriate or available for use in all jurisdictions or countries. Monogram Media prohibits accessing content from within countries or states where such content is illegal. You are responsible for compliance with all applicable laws pertaining to your use and access to the Services in your jurisdiction.

14. COMPLIANCE WITH PRESERVATION ORDERS.

You agree that we may preserve data where and to the extent required for compliance with any order or notice, whether issued to Monogram Media or to you, and whether issued by any court, tribunal, regulatory authority, arbitral tribunal or any body or authority exercising judicial, quasi-judicial, regulatory, or arbitral power or authority, requiring the preservation of any data, information documents or Content (a "Preservation Order"). To the extent that a Preservation Order has been issued to you, you acknowledge that you are solely responsible for your compliance with it.

15. LANGUAGE.

Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. In the event of a dispute the parties confirm that they have requested that this Agreement and all related documents be drafted in English.

16. GENERAL.

This Agreement, including the Additional Terms below, is the entire agreement between you and Monogram Media and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of Monogram Media. However, Monogram Media may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by Monogram Media or c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact Monogram Media via an email to office@monogrammedia.co.uk

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B. ADDITIONAL TERMS AND CONDITIONS FOR LIVE DRIVE

Your use of the following Services provided by Monogram Media are subject to the General Terms of Service above and these Additional Terms and Conditions. These Additional Terms and Conditions will prevail over any conflict or inconsistency with the General Terms of Service.

1. SERVICES.

Each of the following products and services are referred to in this Agreement as a "Service" and together as the "Services":

- The Service shall mean "Live Drive", "Live Drive Radio", "Live Drive Football".

2. USERS.

2.1. Types of Users.

The Services allow the following types of access and user rights: When you initially register for and create an account for a Service, you are, or a party that you authorize is, the administrator ("Administrator"). Administrators may authorize additional individuals to access the Services through the same account ("Additional Users"). The number of Additional Users may be limited based upon the subscription you purchase. You may be referred to in this Agreement as "you", "your", or "User", or you may be referred to specifically in your applicable role as an Additional User or an Administrator. All Users will be required to accept this Agreement before accessing the Services. As any User of the Services, unless otherwise explicitly stated in this Agreement, all of these terms apply to you each time you access the Services. Administrators should ensure their Additional Users are familiar with this Agreement and the legal obligation herein.

3. SUBSCRIPTION.

3.1. Payment for Services.

The Services are licensed on a monthly or yearly subscription basis to the User that pays for the Service. For clarity this licensed User may be an individual or organisation.

3.2. Subscription Cancellation.

The Administrator may notify us if he or she wants to cancel the subscription prior to the beginning of the new subscription period. In the event that Monogram Media is unable to charge a User's chosen payment method in accordance with

this Agreement, we may terminate this Agreement and access to the Services immediately, without notice. If you stop using the Services, Monogram Media has fulfilled your subscription term. Fees for the Services are not eligible for any proration of unused subscriptions or refunds, even if access to the Services is cancelled or terminated. After your access to the Services is terminated, you may no longer have access to any of the data or Content in the Services. We suggest you retain your own copies of any data or Content that you may need as Monogram Media is not responsible for providing you with access to your Content or the Services after any cancellation or termination of this Agreement.

Monogram Media may, at its discretion, charge a fee for renewing a subscription once it has lapsed.

4. ACCOUNT FEATURES.

4.1. Trial and Evaluation.

If you registered for a trial or evaluation use of the Services, you will have access to the appropriate parts of the Services for the specified period of the trial ("Trial Period"). You must decide to purchase a license to the Services within the Trial Period in order to retain access to any Content or data provided or created during the Trial and Evaluation Period. If you do not purchase a license to the Services by the end of the Trial and Evaluation Period, you will not be able to access or retrieve any of the data or Content you added to or created with the Services during the trial.

4.2. Beta Features.

From time to time, we may include new or updated beta features in the Services ("Beta Features"). Beta Features may have associated fees, which will be disclosed to you at the time you choose to use the Beta Features. We understand that your use of any Beta Feature is voluntary. You understand that once you use a Beta Feature, you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Feature is at your sole risk.

4.3. Product Samples

Digital product samples such as bespoke videos, images and textual copy supplied to you by our samples service are for your evaluation and that of your advertiser or sponsor only. These samples shall not be uploaded to a public website, public filesharing site, or posted on social media regardless if privately or publicly accessible. The product samples are provided on an "as is" basis and may contain errors or inaccuracies. Further, we reserve the right to enhance the Service which means samples may differ from current and future versions of the

Service. You acknowledge you are the owner or have permission to use any branding images, statements, slogans and any other information used in the production of the Samples and in addition, you agree to pass on these rights and to permit Monogram Media to use your bespoke Samples for its worldwide promotion and marketing of the Service.

5. PERSONAL INFORMATION.

5.1. The terms "Controller," "Processor," "data subject," "personal data (also referred to as Personal Information in the Agreement)" and "processing" (and "process") shall have the meanings given in the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation).

5.2. Personal Information.

You represent and warrant to us that:

- You will provide appropriate notice and have obtained (or will obtain) all consents and rights necessary for us to Process the Personal Information in accordance with this Agreement and our Privacy Policy;
- If you are providing Personal Information to us that is not personal to you, you agree that you have either provided the data subject notice or received permission from the data subject and have the appropriate legal basis, as required by applicable law, for us to: (a) use, and/or disclose the personal information in accordance with our Privacy Policy, (b) move the data outside of the country of residence of such owner of the personal data, if applicable, pursuant to our Privacy Policy, (c) provide the Personal Information to Third-party Products that you approve, and (d) otherwise use and disclose the personal information in accordance with this Agreement; and
- If there is any discrepancy between this Agreement and the Monogram Media's Privacy Policy with respect the collection, use, and/or disclosure of the personal information, the Privacy Policy shall take precedence. You further acknowledge and agree that Monogram Media may provide data in your account to any Additional Users to which that data is applicable or personal to.
- You shall not provide or share personal information including but not limited to account information, login details such as usernames and passwords such as to avoid or reduce payment of the Service or to circumvent any of the Terms of this Agreement.
- You agree that the Service shall have all the required privileges to allow automatic, semi-automatic or manual posting to the linked social media accounts on your behalf. In addition, you agree that the Service Monogram Media is able to access all required data for analysis of linked social media account's followers and post engagement.
- You agree that Monogram Media may communicate with social media platform staff regarding your social media account for diagnosis of the

Service's technical issues and improvement of the Service. Monogram Media is under no obligation to inform you before, after or the nature of these communications.

5.3. Public Content.

When sharing any Account Content, you agree not to share any confidential information. If you have the option of accessing another User's Account Content, you understand and agree that the Account Content is being provided by the User, and not Monogram Media, as such Monogram Media are not responsible in any way for your use the Account Content.

5.4. Multi-Factor Authentication.

You may provide us with your telephone number as part of your customer record or registration or via other methods. You understand and agree that Monogram Media may use your telephone number for "multi-factor authentication" ("MFA"), to confirm your identity and help protect the security of your account. Part of the MFA identity verification process may involve Monogram Media sending text messages containing security codes to your telephone number. You agree to receive these texts from Monogram Media containing security codes as part of the MFA process. In addition, you agree that Monogram Media may send automated text messages and pre-recorded voice messages to the telephone number you provide for other limited purposes, including: providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services. Additionally, Monogram Media may use your telephone number to contact you about special offers or other Monogram Media or third-party products or services unless you opt out of such marketing. With MFA, you also agree and consent to us obtaining and using information from your mobile phone service provider, solely for the purposes of verifying your identity and to compare information you have provided to Monogram Media (such information may include from your mobile phone service provider account record: your name, address, email, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other mobile phone subscriber details).

6. OTHER PRODUCTS AND SERVICES.

6.1. Third-party Products.

By using these Services, you agree that we may market to you or offer you access to products or services from third parties ("Third-party Products"). If you decide to use or access any Third-party Products, you agree that you are solely responsible for your relationship with the provider of the product. Monogram Media is not affiliated with Third-party Products and does not endorse or recommend any Third-party Products. You agree that the providers of the Third-party Products, and not Monogram Media, are solely responsible for their own actions or inactions. Monogram Media is not liable for any damages, claims or liabilities arising out of or related to any Third-party Products. You agree that you

will (a) review and comply with all Third-party Product terms and conditions, and (b) not use the Third-party Product in any manner that would infringe or violate the rights of Monogram Media or any other party or in furtherance of criminal, fraudulent or other unlawful activity.

6.2. Data Transfer Service.

- We may provide you with the opportunity to transfer your account Content from the Services to certain supported online Third-party Products or other online Monogram Media services (the "Ancillary Services") that you sign up for or use in connection with the Services (the "Data Transfer Service"). You may need to be an active subscriber of the Third-party Product or Ancillary Services to use the Data Transfer Service. In order to access a Third-party Product or an Ancillary Service on your behalf to provide the Data Transfer Service, you may need to provide us with your account number, password, security questions and answers, and any other necessary log in information from time to time ("Login Details"). We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Transfer Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to Monogram Media and you expressly appoint Monogram Media as your, or the third-party who owns the Login Details', agent with limited power of attorney to access any Third-party Products or Ancillary Services on your behalf. With respect to each Data Transfer Service, you grant Monogram Media the right to transfer data to the Third-party Product or Ancillary Service, and to reformat and manipulate the data as reasonably necessary for the data to function with such product or service. After the transfer occurs, the original data and Content will remain in the Services unless we disclose to you otherwise.
- You agree that you will (a) review and comply with all Third-party Product or Ancillary Service terms and conditions before you access the Data Transfer Service, and (b) not use the Data Transfer Service in any manner that would infringe or violate the rights of Monogram Media or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. We do not guarantee that you will be able to use the Data Transfer Service with any specific products or services. You will only have access to the Data Transfer Services during the period for which you have paid for a subscription. Third-party Products may make changes to their websites, with or without notice to us, that may prevent or delay the overall performance of the Data Transfer Service.

6.3. Data Receipt Service.

- We may provide you with the opportunity to transfer certain data from a Third-party Product or an Ancillary Service to these Services (the "Data Receipt Service"). You may need to be an active subscriber of the Third-party Product or Ancillary Services to use the Data Receipt Service. In order to access a Third-party Product or an Ancillary Service on your behalf, you may need to provide us with your Login Details. You hereby

represent that you have the authority to provide the Login Details to Monogram Media and you expressly appoint Monogram Media as your, or the third-party who owns the Login Details', agent with limited power of attorney to access any Third-party Products or Ancillary Services and retrieve data on your behalf. With respect to each Data Receipt Service, you grant Monogram Media the right to transfer data to the Services, and to reformat and manipulate your data as reasonably necessary for the data to function with the Services. After the transfer occurs, your original data and Content may not remain in the Third-party Product or the Ancillary Services; please review the terms of those products and services to confirm.

- You agree that you will (i) review and comply with all Third-party Product and Ancillary Service terms and conditions before you access the Data Receipt Services, and (ii) not use the Data Receipt Services in any manner that would infringe or violate the rights of Monogram Media or any other party, or in furtherance of criminal, fraudulent or other unlawful activity. In the event that any Third-party Product charges for access to data, you agree that you are responsible for any fees due and owing. You agree that the providers of the Third-party Products, and not Monogram Media, are solely responsible for their own actions or inactions. Monogram Media is not liable for any damages, claims or liabilities arising out of or related to any Third-party Products.
- We do not guarantee that you will be able to use the Data Receipt Service with any specific products or services. You will only have access to the Data Receipt Services during the period for which you have paid for a subscription. Third-party Products may make changes to their websites, with or without notice to us, that may prevent or delay aggregation of data or the overall performance of the Data Receipt Service. Your most recent data from a Third-party Product or Ancillary Service may not always be available in the Services. Any data obtained through the Data Receipt Service will be made available in the Services, and will be subject to the terms and conditions of this Agreement, including our Privacy Policy.

6.4. Service Providers.

We may use third parties in the operation of our Services or to perform any of our obligations in this Agreement (each a "Service Provider"). In order for our Service Providers to be able to provide you with certain aspects of the Services, we may share your data or Content with such Service Provider.

7. COMMUNICATION SERVICES.

We may provide you with the opportunity to communicate with other Users within the Services, or with other third parties through the Services ("Communication Services"). You may choose whether or not you would like to use the Communication Services. You agree that you have received permission to communicate with any third parties who are not Users through the Communication Services, and that such third parties have agreed to Monogram Media's use and disclosure of data available in the Communication Services in

accordance with this Agreement. Users who you communicate with may have access in the future to the data provided through the Communication Services, and you may not have the ability to restrict that access. Monogram Media's systems may extract certain data (e.g., numbers, names, or attachments) from the Communication Services and provide it to you in other parts of the Services.

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