

BellesLink Terms of Service and End User License Agreement

This BellesLink Terms of Service and End User License Agreement (“Agreement”) is made by and between Belles Camp Communications LLC (“Belles Camp”) and the customer (“Customer” or “you”) completing the “Customer Signup Page” located at <https://www.bellescampa.com/signup/signup-1.aspx>, www.BellesLink.com (the “Site”). Belles Camp may make changes to this Agreement from time to time. Any such new Agreement will be effective immediately. If you do not wish to agree to the outlined terms and conditions in this Agreement or to any terms of updated agreements once posted, your only recourse is to discontinue use of the Site, the System, and any Services offered by Belles Camp.

USE OF SITE

1. AUTHORIZATION OF COMPANY. You agree and acknowledge that you are subscribing to Belles Camp’s services for your company and that you are fully authorized to do so on behalf of that company, and in so doing bind all parties who make use of any Belles Camp service or system in connection with the company’s Belles Camp account to Belles Camp’s Terms of Use. This may include parties within your company, such as administrators and other parties outside the purview of your company, such as independent consultants whom you may grant access to your Belles Camp account

2. SERVICES. Belles Camp will provide to Customer a non-exclusive, non-perpetual license to use its people search technology system commonly known as BellesLink (collectively, the “System” or “Service”) which is located at www.BellesLink.com (the “Site”). Customer acknowledges and agrees that the price, form and nature of the System may change from time to time without prior notice to Customer. Customer acknowledges and agrees that Belles Camp may permanently or temporarily stop providing the System or any features within the System to Customer at Belles Camp’s sole discretion without prior notice to Customer. The System allows customers to access data about individuals (“Data”), commonly known as skip-tracing.

3. RESPONSIBILITY. Customer agrees to use the System in a responsible and professional manner. Customer agrees that it will not engage in any activity that interferes with or disrupts the System (or the servers and networks which are connected to the System). Customer is solely responsible for the lawful use of Belles Camp’s products and services. Customer is solely responsible for compliance with all applicable rules, regulations and best practices, federal, state and local governmental regulations, including, but not limited to, the Fair Debt Collection Practices Act, the Truth In Caller ID Act of 2009, the Truth In Lending Act, all applicable Federal Trade Commission rules and regulations, the Consumer Credit Protection Act, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, Mobile Marketing Association U.S. Consumer Best Practices Guidelines, CTIA (www.ctia.org) Inter-Carrier Messaging Feature Set & Interfaces, the Do Not Call Registry, the Telecommunications Act Of 1996, and all applicable opt-in/opt-out rules, regulations, and requirements. You agree not to use any deep-linking, robots, spiders, data-mining, or other automatic or manual device, software, program, code, algorithm, or methodology to access, copy, or monitor any portion of the Site or Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or Content, or obtain or attempt to obtain any materials or information through any means not purposely made available by us through the Site. We reserve the right to take measures to prevent any such activity. You further agree: (a) not to harvest or collect email addresses or other contact information of other users by electronic or other means for the purposes of sending unsolicited emails, or other unsolicited communications; (b) not to use this Site in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Site; (c) not to use automated scripts to collect information from or otherwise interact with the Site; (d) not to forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Site or any service offered on or through the Site; and/or, (e) not to impersonate or pretend that you are any other person or falsely claim you represent another person.

4. USER COMMUNICATIONS. By submitting any material to this Site (“User Communications”), including, but not limited to, information, suggestions, ideas, concepts, know-how, forum postings, comments on blogs, techniques, questions, comments or other communication, whether such submission is by a public feature of the Site (i.e. forum area, blog comments, etc.) or by private transmission (i.e. email to Belles Camp), you warrant that

such content is original to you, that you own all applicable legal rights in such content, and that the content does not and will not infringe upon the rights of any other person or entity. Further, by submitting any User Communication, you agree and acknowledge that you have expressly granted Belles Camp a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other users to access, view, store, or reproduce the material if posted in a public area of the Site for that user’s personal use. You hereby grant Belles Camp the right to edit, copy, publish and distribute any material made available on this Site by you, including, but not limited to, information, suggestions, ideas, events, comments, commentary, and other postings. You agree that we may use any User Communication for any purpose in our sole discretion, including reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes provided that such User Communication does not contain any information protected under state or federal law. You agree that Belles Camp shall be under no obligation: (a) to maintain any User Communication in confidence; (b) to pay compensation for any User Communication; and/or, (c) to monitor, use, return, review or respond to any User Communication.

5. MONITORING. Belles Camp shall have the right to monitor the content of the Site at all times, including viewing of any personal information in your account on the Site (1) to determine compliance with this Agreement, (2) to determine compliance with any operating rules established by Belles Camp (3) to satisfy any applicable law, regulation, or authorized government request, and (4) to provide any support to you regarding the Services.

6. BELLES CAMP DATA. While Belles Camp uses best efforts to ensure that the Data provided is up to date, Customer agrees and acknowledges that Belles Camp does not guarantee the information will be accurate.

7. COMPLIANCE WITH LAWS. Customer certifies that it will not use any information obtained through Belles Camp’s Data as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, for governmental licenses, or for any other purpose for which one might properly obtain a consumer report, as defined by the FCRA. Customer specifically agrees that Belles Camp’s Data will not be merged with consumer reports as such term is defined in the FCRA. Belles Camp reserves the right to insert certain information (sometimes referred to as seeding) into the Data for the purpose of determining Customer’s compliance with the terms of this Agreement. Misuse of the Belles Camp Data will constitute a material breach of this Agreement.

8. PRIVACY AND SECURITY REQUIREMENTS. Customer will comply with all applicable laws concerning Belles Camp’s Data, including without limitation applicable laws regulating how an organization manages, protects and distributes confidential information and laws restricting the collection, use, disclosure, processing and free movement of personal information (collectively, the “Privacy Regulations”). The Privacy Regulations include, to the extent applicable, the Federal “Privacy of Consumer Financial Information” Regulation (12 CFP Part 40) and Interagency Guidelines Establishing Information Security Standards (App B to 12 CFR Part 30), as amended from time to time, issued pursuant to the GLBA. Customer expressly agrees that it will comply with the use requirements applicable pursuant to the GLBA and similar laws, including without limitation each of the permissible use requirements set forth in this document located at <https://www.belleslink.com/account-qualifications-permissible-use/> hereto. Customer will maintain all appropriate administrative, physical and technological processes and equipment to store and protect the Belles Camp Data in a secure manner, including without limitation, maintaining an information security program that is designed to protect information processing system(s) and media containing the Belles Camp Data from internal and external security threats, and the Belles Camp Data from unauthorized use or disclosure. Belles Camp may, from time to time, provide written notice to Customer of updates to the security requirements, and Customer will comply with the updated security requirements following a mutually agreed upon and reasonable period of time. Customer acknowledges and agrees that Customer has an ongoing obligation to protect and preserve the confidentiality, privacy, security and integrity of the Belles Camp Data, and the standards embodied in this Agreement are merely minimum standards of conduct for Customer in furtherance of the foregoing continuing obligation.

9. AUDIT RIGHTS. Customer will maintain records to substantiate Customer’s performance under this Agreement. Customer will preserve such records for a period of at least thirty-six (36) months after termination of this Agreement. Moreover, no more than one (1) time per calendar year during the Term of this Agreement and no more than once per calendar year after termination of this Agreement and for no more than thirty-six (36) months thereafter, Belles Camp will have access to those records of Customer that are necessary to determine

Customer's compliance with its obligations under this Agreement and to Customer's facilities for the purpose audit either through its own employees, representatives or an independent firm selected by Belles Camp (the "Auditor"). Any such review of Customer's records, facilities, or both, may be conducted during Customer's normal business hours upon Belles Camp providing Customer no less than five (5) business days' prior written notification; provided however, that in the event of a material breach including, but not limited to, any material deficiency in Customer's performance of this Agreement, then such interval restriction and required prior written notification, except for reasonable notice, will not apply. Customer agrees that it will reasonably cooperate with all such reasonable Belles Camp requests for information and audits. Customer's obligations to comply, with the provisions of this Agreement are not contingent upon, or otherwise affected by, the audit rights of Belles Camp.

ACCOUNT INFORMATION

10. ACCOUNTS. Upon subscribing to a Belles Camp service, you will be given the option to set up user accounts to access the Data in the System. You agree and acknowledge that it is your responsibility to ensure that access to account information is in compliance with state and federal law. If you believe that any accounts have security issues, please contact Belles Camp immediately at privacy@BellesCamp.com.

11. PASSWORDS. You shall set up and maintain usernames and passwords in such a way as to ensure that third parties cannot access the System. Industry standards include: A) providing unique usernames and passwords for each user as opposed to maintaining one password for an entire company; B) using strong unique passwords for each user, defined as at least ten characters in length and a combination of letters, numbers, and special symbols; C) reviewing regularly the list of users and deleting those who no longer have a legitimate interest in the Data available on the Site; D) setting up user permission profiles in such a way as to provide and limit access to Data as is appropriate for each user's professional role, and E) ensuring that usernames and passwords are unique for the Belles Camp's system and are not used on other websites and/or applications. Belles Camp is not responsible for inappropriate sharing of logins and passwords within the Customer's company or with others outside of the company.

12. ACCOUNT MAINTENANCE. The assignment and maintenance of logins and passwords is the responsibility of Customer. The setup of permission levels and users shall be done by you. Upon request, Belles Camp staff may provide help in regard to setting up users and passwords.

13. COMPANY CONTACT. Each company that uses Belles Camp is required to provide a company contact for purposes of password/user verification. It is your responsibility to ensure that Belles Camp has current contact information for such contact.

14. COOKIES. Logins are managed using "cookies" for user identification. Certain networks may be configured to share cookies among multiple computers and users on the network, which may cause undesired sharing of sensitive information. Belles Camp shall not be held liable for any consequences that may arise from such circumstances.

15. USERNAMES. You agree and acknowledge that each user will have an assigned username which they will choose upon creating an account. You will not allow multiple individuals to use the same account. Each username must be unique.

PAYMENT

16. CURRENT PRICE SCHEDULE. Current Pricing is listed on the Site under "Pricing". A link to the current pricing is <https://www.belleslink.com/pricing/>.

17. GOVERNMENTAL CHARGES. In addition to Belles Camp's right to change its price schedule without notice, Belles Camp may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to, taxes, universal service funding, primary interexchange carrier charge cost recovery, and compensation payable to pay phone service providers for use of their pay phones to access Belles Camp's service. At this time, Belles Camp charges customers based on their usage when their payment is due for the next month.

18. NON-REFUNDABLE. All Services are non-refundable. Belles Camp does not refund all or any portion of payments made by Customer at any time, for any reason, during this term or prior to termination.

19. PAYMENT. Customer agrees to pay Belles Camp for all services in the form of a credit card. In the event that Customer's credit card is denied, Belles Camp will make every reasonable effort to contact Customer to resolve the problem with the Customer within a period of three (3) days from the invoice due date. Amounts that cannot be collected

electronically shall be considered past due, and Customer agrees to pay a late payment charge of \$25.00. Customer must give Belles Camp written notice of a dispute with respect to Belles Camp charges or application of taxes within three (3) business days of the date of an invoice, or such invoice shall be deemed to be correct and binding on Customer.

20. THIRD PARTY COLLECTIONS AGENCY. Customer acknowledges and agrees that Belles Camp reserves the right to assign any debts owed to Belles Camp by Customer to a third-party Collections Agency. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by Belles Camp in collecting, or attempting to collect, any charges owed hereunder.

TERMINATION

21. TERMINATION BY BELLES CAMP. Belles Camp may terminate this Agreement at any time. If Belles Camp terminates for convenience, Belles Camp will refund Customer's prorated monthly fee. If this Agreement is terminated due to breach by Customer, Belles Camp, no amounts will be refunded to Customer.

22. TERMINATION BY CUSTOMER. The term of this Agreement shall be month-by-month from the date of execution. Customer may terminate this Agreement at any time, provided however, that Customer will be billed for services through the end of the billing period in which termination notice is received.

23. CUSTOMER DATA. Customer agrees and acknowledges that Customer will not have any access to the System after termination. Belles Camp has no duty to store any information after termination, including, but not limited to, Customer call records, text records, search history, notes, and/or uploaded files.

INTELLECTUAL PROPERTY

24. TRADE SECRETS AND CONFIDENTIAL INFORMATION. Customer acknowledges and agrees that Belles Camp owns all legal right, title, and interest in and to the System, including all intellectual property rights which subsist in the System whether those rights happen to be registered or not, and wherever in the world those rights may exist. This includes any and all Data generated by Customer while logged into the System such as call history for inbound and outbound calls, text messages, call recordings, search history, notes, and files uploaded.

25. EXPORT CONTROLS. Belles Camp's services offered as part of these Terms of Use are subject to all relevant United States export control laws and regulations. The Site may only be accessed by individuals in the United States. By using this Site, you represent and warrant that: (i) you are not listed on the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department's lists of specially designated nationals, or otherwise denied the privilege of participating in transactions involving the export of U.S.-origin products and services; (ii) you are located in the United States; (iii) you are not engaged, directly or indirectly, in the design, development, production, stockpiling, or use of nuclear, chemical, or biological weapons or missiles; and (iv) you will not, without prior authorization from the Bureau of Export Administration, (a) knowingly re-export the technical data received from you to any destination or (b) export the direct product of the technical data, directly or indirectly, to a country listed in Country Group D:1 or E:2 in Supplement No. 1 to Part 740 of the Export Administration Regulations.

26. COPYRIGHT. All content on the Site, including, but not limited to, designs, text, graphics, pictures, video, information, music, sound, and other files, and their selection and arrangement (the "Site Content"), are the proprietary property of Belles Camp with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Belles Camp's prior written permission. Any violation of this policy may result in a copyright, trademark, or other intellectual property right infringement that may subject a User to civil and/or criminal penalties. This Site contains copyrighted material, trademarks, and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music, sound, and the entire contents of Belles Camp protected by copyright as a collective work under the United States copyright laws. Belles Camp owns a copyright in the selection, coordination, arrangement, and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. You may not upload or republish Site Content on any Internet, Intranet, or Extranet site or incorporate the information in any other database or compilation. Belles Camp does not permit use of any data mining, robots, scraping, or similar data-gathering or extraction methods. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise. The foregoing provisions of this Section apply equally to and are for the benefit of Belles Camp, its subsidiaries,

affiliates, third party content providers, and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

27. TRADEMARKS. Belles Camp, BellesCamp.com, BellesLink, and our logo are trademarks of Belles Camp, LLC. All rights in respect of these trademarks are hereby expressly reserved. Trademarks that are located on the Site shall not be deemed to be in the public domain but rather the exclusive property of Belles Camp LLC, unless such site is under license from the trademark owner thereof in which case such license is for the exclusive benefit and use of Belles Camp, unless otherwise stated.

UPTIME AND EQUIPMENT

28. SECURITY AND UPTIME. You acknowledge that the Internet is not a secure environment and sometimes there are interruptions in service or events that are beyond the control of Belles Camp. While Belles Camp makes reasonable precautions against loss or theft of Data, Belles Camp shall not be responsible for any Data lost or stolen while transmitting information on the Internet. While it is Belles Camp's objective to make the Site accessible 24 hours per day, 7 days per week, the Site may be unavailable at any time for any reason including, without limitation, routine maintenance. Belles Camp will post all upcoming non-emergency maintenance notices at status.BellesCamp.com. Belles Camp will attempt to give you as much notice as possible in the case of emergency maintenance, but due to its nature, notice may be minimal in emergency situations.

29. EQUIPMENT. You are responsible for obtaining and maintaining all internet connections, computer hardware, printers, and other equipment needed for access to and use of this Site, including purchasing any software necessary to view or use parts of the Site. You are responsible for all charges related to the obtaining and maintaining of that equipment, including any charges for software or charges to access the Internet. Belles Camp shall not be liable for any damages to a user's equipment resulting from the use of this Site. Be aware that the type of browser used may change the way Belles Camp renders on your devices

INDEMNIFICATION, WARRANTIES, LIMITATION OF LIABILITY

31. INDEMNIFICATION. Customer hereby agrees to indemnify, defend, and hold Belles Camp harmless from any loss, claim, liability, damage or expense (including attorneys' fees), punitive or exemplary damages arising from Customer's breach of this Agreement, from Customer's use of the System, or from Customer's use of any Belles Camp's product or service. In the event of any such indemnification, Belles Camp shall also be entitled to recover reasonable compensation for all time spent by all Belles Camp employees and agents arising from Customer's breach of this Agreement, from Customer's use of the System, or from Customer's use of Belles Camp's products or services.

32. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. IN NO EVENT WILL BELLES CAMP OR ITS DIRECTORS, MEMBERS, EMPLOYEES, AFFILIATES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE SITE. NEITHER BELLES CAMP, ITS AFFILIATES NOR ANY OF THEIR DIRECTORS, MEMBERS, RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO (I) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS SITE, OR (II) THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED ON THIS SITE IF SUCH INFORMATION IS RECEIVED FROM A THIRD PARTY. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY, EITHER BODILY OR FINANCIALLY, CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION RESULTING FROM THE USE OF THIS SITE. IN NO EVENT SHALL BELLES CAMP, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE OR THE CONTENTS HEREOF, INCLUDING ANY REPORTS, TABLES, OR OTHER INFORMATION THAT YOU DOWNLOAD FROM THE SITE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SITE. WEBSITE USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THIS SITE.

31. LIMITATION OF LIABILITY. The total liability of Belles Camp to Customer in connection with this Agreement, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, gross negligence or intentional misconduct,

strict liability, misrepresentation and other torts, shall be limited to the lesser of: (a) direct damages proven by Customer, or (b) the amount paid by Customer to Belles Camp under this Agreement for the twelve (12) month period prior to accrual of the most recent cause of action, with the exception of any amounts paid for taxes, fees or other governmental charges. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

MISCELLANEOUS

33. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement is made in the State of Colorado, County of Eagle and shall be construed and enforced under and according to the laws of the State of Colorado, without regard to its choice of laws rules. Customer and Belles Camp stipulate and agree that the exclusive jurisdiction and venue for any dispute arising under this Agreement shall be in the District Court for the County of Eagle, Colorado, and Customer and its guarantor hereby submit themselves to the jurisdiction of said court. Provided, however, that nothing herein shall preclude Belles Camp institution of legal proceedings in any other state in which Customer or its guarantor maintains offices, facilities or assets at any time.

34. NOTICE. All notices, requests, or other communications may be in writing or email. Notices will be deemed to have been immediate after transmission, if by Belles Camp Communications LLC, and after receipt, if by Customer. For this clause "written notice" shall include any postings on the BellesLink website. Notice to Belles Camp will be sent to Belles Camp Communications LLC, P.O. Box 4086, Eagle, CO 81631-4086. Notice to customer will be sent to the address provided by Customer on the Customer Sign-up Page.

35. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written.

36. HEADINGS FOR CONVENIENCE ONLY. The paragraph and sub-paragraph headings herein are for the convenience of the parties only and shall not be used in the interpretation of this Agreement.

37. ENFORCEMENT COSTS. If any action in law or in equity, including an action for declaratory or injunctive relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to all of its actual attorney's fees and costs in prosecuting or defending that action.

38. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, all the remaining provisions shall never the less continue in full force and effect.

39. NOTICE OF SUBPOENA AND/OR REQUEST FOR RECORDS. If Belles Camp receives a subpoena and/or a request from law enforcement agencies for Customer records, we will comply, without notice to you.

40. SUCCESSORS AND ASSIGNS. Rights and obligations created by this contract shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns

41. ADDITIONAL ATTACHMENTS. This Agreement incorporates any terms that are stated in the Customer Sign-up Page.

Contact BellesLink sales and customer service at:

www.belleslink.com/contact-us/

customerservice@bellescampa.com

970.328.0400



