

# the-salesEDGE Terms of Use

Last updated: February 27, 2023

When creating a new account or by continuing to use the-salesEDGE you confirm your agreement to these terms of use (the “Terms”), our Privacy Policy, and our Anti-Spam Policy. If you do not accept these Terms then you may not make use of this Platform, the products and services offered.

J&M Marketing Services, Inc. dba the-salesEDGE (“We”, “Our”) provides multiple communications, data collection, and customer management tools that may be available from time to time, including but not limited to phone service, email marketing, and SMS applications (the “Products”) via <https://crm.the-salesedge.com/> (the “Platform”). All customers or representatives of another entity that are our customer and/or entities where an Account is created, as defined herein, (the “User”) are bound by these Terms and related documents (our Privacy Policy, our Anti-Spam and Restricted Content Policy, collectively the “Agreements”).

## 1. General Terms of Use

1. We may amend the Terms at any time as the result of a regulatory change or for any commercially reasonable reason. Our future performance of our obligations under the Terms is sufficient consideration for any amendment. Any amendment will become effective upon notice to the User, either by email or by posting it on the Platform. If you do not agree to any amendments, you must stop your use of the Platform and terminate your Account. Any terms provided to you in any other form are null and void.

### 2. Eligibility.

In order to have an Account with the-salesEDGE, you must

1. Be at least eighteen (18) years old
2. Be able to enter into legally binding contracts under applicable law
3. Provide true, complete, and current contact information
4. Agree to these Terms

By using the Products, the-salesEDGE platform, any service provided to Users by the-salesEDGE, or any part thereof (collectively, “the-salesEDGE Services”) you represent and warrant that you meet all of the requirements listed above and that you will not use the-salesEDGE to violate or circumvent any law or regulation. the-salesEDGE reserves the right to refuse service, close your Account, and change these requirements at any time.

## 2. Term

The term of these Terms and the Agreements begins when the program proposal is signed. Unless agreed to otherwise, the program continues at a minimum of three full months and auto renews in three month increments with a paid subscription (a “Subscription”).

### 3. Closure of your Account and Cancellations

You or the-salesEDGE may terminate these Terms at any time and for any reason or for no reason by giving notice to the other party 60 days prior to the final month of the 3-month Subscription period. the-salesEDGE may suspend or terminate your access to the Account at any time, with or without cause. Suspension or termination of access to an Account will also disable the functionality of all products and services, including, but not limited to, any active links, emails, SMS, voice, or hosted web page content. In the case of links and web page content, the-salesEDGE reserves the right to post a generic message indicating that the Account is currently inactive to any internet user that attempts to access such content.

#### 1. Acceptable forms of notice to the-salesEDGE.

To ensure that closure of your Account is processed correctly, you must provide written notice to the-salesEDGE delivered to [jana.raber@the-salesedge.com](mailto:jana.raber@the-salesedge.com). Your notice will be considered effective upon receipt of your email.

#### 2. Termination for violation of this Agreement.

If the-salesEDGE chooses to terminate the Terms or the Agreements as a result of an action that We believe is a breach of these Terms or any part of any Agreement, We shall have no liability to you to provide any access to the Account, data from the Account, or a refund for any outstanding monetary balance associated with your Account.

### 4. Account and Password Access Information

You are solely responsible to keep your Account login and password information confidential, this includes the usernames and passwords of any Additional Users. You shall be solely liable for any activity that occurs under your Account via the primary login information or via any Additional User login information.

In all cases you agree to notify Us immediately of any unauthorized use of your Account or any other breach of security.

### 5. Fees and Payments

You are solely responsible for all charges, fees, taxes arising out of any use of your Account by you or anyone else using your Account. the-salesEDGE reserves the right to modify any fees, provided notice is given by email 30 days in advance. Fees will be paid in advance of any services being provided.

#### 1. Currency.

All Fees are listed and charged in United States Dollars.

#### 2. Acceptable Payment Methods.

the-salesEDGE currently accepts the following payment methods for all transactions:

- a. Visa, MasterCard, and American Express credit cards
- b. ACH

3. **Quarterly Renewals.**

All packages are three months in duration and will renew on the same day of each quarter (a "Renewal"). Renewals continue until a Subscription is canceled in accordance with these Terms.

4. **Overages.**

Certain applications may present the option to enable overages. If this option is enabled on your Subscription, the following additional terms will apply:

- a. Your Account will be allowed to exceed the number of contacts selected for the Account. Your Account will be invoiced an additional amount on (a) the next billing period; or (b) when the Subscription is canceled if it exceeds the pre-paid amount.
- b. The additional amount invoiced will be based on add on charges provided to you in your program proposal.

6. **Refunds**

A User may be eligible for a full or partial refund in some limited cases. In general, there are no refunds for subscription fees paid to the-salesEDGE.

1. **Refund or Credit due to the-salesEDGE error.**

In the event that an error occurs causing your Account to be billed incorrectly, and the fault is determined to be the-salesEDGE's, We will provide a bill credit that will be deducted from your next regular billing period.

7. **Use of Contacts**

The Platform tracks the number of contacts; contact limits are present on a per subscription level.

1. A contact is an object added to the contact manager system (CRM), and identified by an internally granted the-salesEDGE contact "ID". No other factor determines the uniqueness of a contact.
2. An application will identify a contact as soon as it has processed its ID.
3. Contact use resets at each billing period.

8. **Use of the Platform or the Products**

1. **Who May use and No Resale.**

The Platform and the Products shall be used for your business (which includes civic or charitable) purposes only, in compliance with these Terms and the Agreements (including, without limitation, Section 5 hereof) and you shall not use the-salesEDGE Services for timesharing or service-bureau purposes or otherwise for the benefit of a third party.

2. **Compliance with Laws.**

the-salesEDGE Services shall only be used for lawful purposes and you shall use the-salesEDGE Services only in compliance with the Terms and the Agreements, the CAN-SPAM Act and regulations thereunder and all other applicable U.S., Canadian, state,

local and international laws in your jurisdiction, including but not limited to (a) Canada's anti-spam legislation and any other policies, laws, or regulations related to unsolicited emails, spamming, privacy, obscenity, or defamation, copyright and trademark infringement and child protective email address registry laws, (b) laws relating to advertising, sales or promotional efforts or practices, redemption, refunds and provision of your products or services, (c) laws that govern false, unfair and deceptive practices, coupons, gift cards/certificates, defective products or services, unclaimed property, alcohol or tobacco, health and safety, fire, and hygiene standards, (d) laws that govern lotteries, sweepstakes, contests and promotions, and (e) laws that govern the collection of donations and charitable giving (collectively, "Applicable Laws").

3. Restrictions on Use.

We prohibit the use of the-salesEDGE Services for any purpose listed in our Anti-Spam & Restricted Content policy, and for any use prohibited by Applicable Laws.

9. You further agree to comply with the following in connection with your use of the-salesEDGE Services:

1. You may not access or use the-salesEDGE Services in a way that uses technology or other means to access, index, re-render, frame, mirror, truncate, add to, inject, filter or link to the Platform or the Products that is not authorized by Us (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized use, download, linking, framing, reproduction, access to, or distribution of the Platform or the Products).
2. You may not use any deep-link, page-scrape, robot, crawl, index, spider, offline reader, click spam, macro programs, internet agent, or other automatic device, program, algorithm or methodology which do the same things, to use, access, copy, index, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the-salesEDGE Services for any unauthorized purpose.
3. You may not use the-salesEDGE Services in a way that, to be determined in Our sole discretion, damages, disables, overburdens, impairs, or gains unauthorized access to the-salesEDGE Services, including the-salesEDGE's servers, computer network, or User Accounts.
4. You may not use the-salesEDGE Services in a way that removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the Platform or the Products.
5. You may not copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to create a derivative work, or otherwise use any content of the-salesEDGE Services for public or commercial purposes without Our express written permission.
6. You shall not interfere with or disrupt the Platform or any related the-salesEDGE Platform or servers or networks connected to the-salesEDGE Services.
7. You shall not restrict or inhibit any other User from enjoying and using the-salesEDGE Services.

8. You shall not defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including but not limited to Users, and generally agree not to use the-salesEDGE Services for illegal purposes.
9. You shall not transmit files that contain viruses, corrupted files, or any other similar software, programs or malicious code that may damage or adversely affect the-salesEDGE Services, Our software, hardware, telecommunications equipment, or the operation of another person's computer.
10. You shall not use the-salesEDGE Services in violation of the Applicable Laws or third party rights (including third party terms of service), and shall not use the-salesEDGE Services for hosting content (for example, images and documents) that infringes on the intellectual property rights of any person or entity, including but not limited to Users.
11. You shall not set up multiple Accounts for any individual or organization in order to send substantially similar content unless you are part of a franchise, as determined by the-salesEDGE in its sole discretion.
12. You may only use Our templates, any images We provide, or any other features or functionality of the Products with the Products themselves (for example, you may not take an image or template and use it on your website). This restriction also applies to customized templates prepared by Our professional services group.
13. You shall not use documents and images hosted by Us on servers controlled by Us for any purpose whatsoever other than in connection with the Products. If you own the document or image, you can use it outside of the Products so long as it is not hosted by Us.
14. You shall not include any incentives (for example, coupons, discounts or awards) in any messages you send by means of the-salesEDGE Services that encourage a recipient to forward the message to another recipient, other than as expressly encouraged and permitted within the applicable Product.

**10. Content and Contact Ownership, Copyright & Trademark**

1. Content: We do not claim ownership of content you submit or make available for inclusion on the Platform ("Your Content"). the-salesEDGE accepts no responsibility for any content (any information, including audio, video, text, email, or any material) that you upload or provide the-salesEDGE for upload, post, email, transmit or otherwise make available via the Platform or any portion of the-salesEDGE Services. You are wholly responsible for any content associated or transmitted with your Account, including but not limited to Your Content. We reserve the right to remove any and all content, including Your Content, that may violate these Terms, the Agreements, and the Applicable Laws, including but not limited to applicable copyright laws. We respect the intellectual property of others, and We ask Our Users to do the same. the-salesEDGE is a trademark. Any reproduction of the the-salesEDGE trademark and/or trademark and design, without the explicit permission of the-salesEDGE, is strictly prohibited.
2. Feedback: All feedback, comments, and suggestions for improving the-salesEDGE Services (the "Feedback") that you provide to Us will be Our exclusive property. You hereby irrevocably transfer and assign to Us and agree to irrevocably assign and transfer to Us all of your right, title and interest in and to all of your Feedback including all

worldwide Intellectual property rights therein, and hereby waive all moral rights and all similar rights in respect of the same. At Our request, you will execute documents and take such further acts as We may request to assist Us in acquiring, perfecting and maintaining Our intellectual property rights and other legal protections for your Feedback.

3. Your information: In using the varied features of the-salesEDGE Services, you may provide information about yourself or your employer (such as name, contact information, or other registration information) to Us and We may collect information about your use of the-salesEDGE Services. We may use this information in accordance with our Privacy Policy and relevant “just-in-time” notices, if any, provided at the point of information collection or use. We may provide this information to courts, law enforcement authorities and/or other relevant third parties, such as internet service providers, when such disclosure is necessary or advisable, in Our sole discretion, to conduct an investigation, respond to a third party or law enforcement subpoena, warrant, or court order, bring legal action, prevent harm to others or pursue other relief.
4. Your Contacts and Content: We acknowledge your ownership rights in any information that you provide to Us in connection with your use of the-salesEDGE Services, such as contact lists (including email addresses and phone numbers of your subscribers) and content (including business content) (the “Customer Information”). We will never sell or rent your Customer Information to anyone, and will never use your Customer Information for any purpose other than providing Our products and services or as described herein.
5. You hereby grant to Us a revocable, non-exclusive, royalty-free, worldwide license, with the right to sublicense, to use, reproduce, publish, distribute, perform and display the Customer Information only as required by Us to offer and operate the-salesEDGE Services. We are responsible for maintaining, securing and storing all Customer Information in accordance with Applicable Laws and any contractual obligations you may have (including these Terms and/or the Agreements). You represent and warrant that you own or have secured all rights and interest in and to the Customer Information required for Us to use the Customer Information as contemplated by these Terms. To the extent you use images or templates provided by Us, We hereby grant you a revocable, non-exclusive, royalty-free, worldwide license to use, reproduce, publish, distribute, perform and display the images solely in connection with your use of the-salesEDGE Products.
6. Backups: To the extent permitted by Applicable Laws, we may make and preserve copies of all Customer Information as necessary to provide the-salesEDGE Products and for internal back-up and other legal or regulatory purposes.
7. Monitoring and Removal of Messages and Content: We may block any messages or campaigns, remove any content, or prohibit any use of the Platform or the Products that we believe may be in violation of the foregoing or any other provision of these Terms or the Agreements. You further understand and agree that We and any applicable third party who supports, posts, publishes, or distributes your promotions, or business content also has the right to reformat, edit, monitor, reject, block or remove any of your promotions, or business content at any time. In no case will the foregoing make us

responsible or liable for compliance with any such laws or obligations, for which you remain solely responsible and liable.

**11. Limitations on Use**

You understand that not all messages or campaigns sent through use of the-salesEDGE Services will be received by or will be capable of being viewed by their intended recipients. You further understand that delivery of messages by means of the-salesEDGE Services may involve transmissions over various networks, and that the messages (including images and text contained therein) could be reformatted or otherwise revised to conform to the formatting or technical requirements of such networks. You also understand and agree that messages exceeding maximum character limitations may be truncated, abbreviated, reduced or otherwise abruptly cut short.

**12. Support and Assistance**

You acknowledge that We may from time to time provide you with marketing advice and other coaching, template design, frequently asked questions and tips on best practices and complying with Applicable Laws, including our Privacy Policy and any sample offer terms. You acknowledge that such assistance and information is provided as a convenience to you and that such assistance and information are not intended to and do not constitute legal advice and that no attorney-client relationship is formed. We do not warrant or guarantee that use of or compliance with this information will be sufficient to comply with your obligations hereunder, Applicable Laws or with third party rights.

**13. Submissions**

If you submit any suggestions, business information, ideas, concepts or inventions or content to Us through email or otherwise (“Submissions”), you agree such Submissions are non-confidential for all purposes and you automatically grant, or warrant that the owner of such content or intellectual property has expressly granted Us a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license, with the right to sublicense, to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display such Submission in any manner or in any media now known or hereafter created.

**14. Location of Data**

Due to the nature of the internet, the-salesEDGE cannot control the locations your data passes through when being sent using the-salesEDGE Services. As such, we can make no guarantees that your data will remain within any specific area while being transmitted remotely to or from Our servers.

**15. Access to, and Retention and Destruction of Data**

You are fully responsible for all data in your Account. the-salesEDGE shall not be liable for any loss of data caused by you taking action to delete, remove, hide, archive, change, or otherwise interact with any part of the-salesEDGE Services. the-salesEDGE makes backups of all system and User data but does not guarantee or warrant that any data can be

restored to your Account. Data in an Account is subject to the following rules and limitations for access.

1. CRM. You will have access to the CRM in which to view, edit, download, report on all company and contact level data.
2. General Reporting data. Full detail reporting data is available to all users.
3. Removal of Data on Request. Any data removal request will be acknowledged, reviewed and compared to applicable laws prior to any removal of data.
4. Third Party Services. the-salesEDGE may make use of some third-party services that provide connectivity to other telecommunication systems. In all cases, only the required transmission information is ever given to a third party, and only for the express purpose of completing delivery of a message.

#### **16. SMS Messaging Campaigns**

SMS Campaigns are utilized for one-to-one communication and is driven entirely by the prospect. Messages are initiated by the prospect and may be a question about service, appointment date and time, request for more information, or request to no longer be contacted. SMS are delivered on an ad hoc basis based on the prospect request. Message and data rates may apply. Carriers are not liable for delayed or undelivered messages. At any time a contact may type "STOP" to have their phone number removed from SMS communication; they can also type "HELP" to ask for assistance.

#### **17. Miscellaneous**

1. Full force and Effect.

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

2. Entire Agreement.

We and you agree that these Terms and the Agreements are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under these Terms or existing at law or equity shall be considered a waiver of such right or remedy.

3. Assignment.

You may not assign any of your rights hereunder. We may assign all rights to any other individual or entity in our sole discretion.

4. Further Assurances.

You agree to execute any and all documents and take any other actions reasonably required to effectuate the purposes of these Terms.



5. Third Party Beneficiaries.

Nothing express or implied in these Terms is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective permitted successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

6. Titles.

The titles of the paragraphs of these Terms are for convenience only and have no legal or contractual effect.

7. No Rights in Software.

These Terms govern use of the-salesEDGE Services, including access to the Platform, and, except as expressly set forth herein, you are not granted a license to any the-salesEDGE software by these Terms and nothing on the Platform shall be construed to confer any grant or license of any intellectual property rights, whether by estoppel, by implication, or otherwise. You will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the-salesEDGE Services or any software, documentation, or data related to the-salesEDGE Services; remove any proprietary notices or labels from the-salesEDGE Services; modify, translate, or create derivative works based on the-salesEDGE Services or any software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the-salesEDGE Services. If you are using the-salesEDGE Services in any jurisdiction which restricts the ability of a software provider to restrict your right to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the-salesEDGE Services, then you hereby covenant that, prior to engaging in such activities, you will first request that We perform such work at our standard professional services rates. We can then decide either: (a) to perform the work in order to achieve such interoperability and charge Our then standard rates for such work to you; (b) to permit you to reverse engineer parts of the-salesEDGE Services in order to obtain such source code, but only to the extent necessary to achieve such interoperability; or (c) to provide you with the information that you need regarding the-salesEDGE Services for the purpose for which Applicable Laws permits you to engage in such activities despite a contractual prohibition on such activities.

**18. Governing Law**

This contract will be governed by the provincial laws of Minnesota and the federal laws applicable therein.

**19. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE-SALESEGE SERVICES IS AT YOUR SOLE RISK. THE-SALESEGE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE-SALESEGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; (b) THE-SALESEEDGE MAKES NO WARRANTY THAT (i) THE-SALESEEDGE SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE-SALESEEDGE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE-SALESEEDGE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE-SALESEEDGE SERVICES WILL MEET YOUR EXPECTATIONS, (v) ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE-SALESEEDGE SERVICES WILL BE ACCURATE OR ERROR FREE AND (vi) ANY ERRORS IN THE SOFTWARE OR ANY PART OF THE-SALESEEDGE SERVICES WILL BE CORRECTED; (c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE-SALESEEDGE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL; (d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE-SALESEEDGE OR THROUGH OR FROM THE-SALESEEDGE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. WE SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER FOR YOUR COMPLIANCE WITH OR BREACH OF ANY LICENSE OR TERMS AND CONDITIONS OF ANY THIRD PARTIES OR THIRD PARTY SERVICES. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR (a) THE ACCURACY OR RELIABILITY OF ANY THIRD PARTY CONTENT, OPINION, ADVICE OR STATEMENT MADE BY ANYONE OTHER THAN US; OR (b) ANY EVENT HOSTED, DONATION SOLICITED, THE RESULTS OF ANY SURVEY, OR ANY PRODUCT OR SERVICE PURCHASED OR OTHERWISE OBTAINED FROM ANY THIRD PARTY, INCLUDING OUR CUSTOMERS. TO THE EXTENT THE APPLICABLE LAWS PERMIT, YOU RELEASE US FROM ANY CLAIMS OR LIABILITY RELATED TO: (a) ANY CONTENT POSTED BY YOU THROUGH THE-SALESEEDGE SERVICES OR IN ANY MATERIALS YOU SEND USING THE-SALESEEDGE SERVICES; (b) FROM ANY CLAIMS RELATED TO THE CONDUCT OF ANY OTHER CUSTOMERS OF OURS OR THEIR RESPECTIVE SUBSCRIBERS; AND (c) ANY PROBLEMS THAT MAY ARISE FROM ANY REMOTE ACCESS TO YOUR COMPUTERS OR OTHER SYSTEMS YOU PROVIDE TO OUR PERSONNEL OR AGENTS FOR THE PURPOSE OF TROUBLESHOOTING ISSUES. EXCEPT WITH RESPECT TO FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY DUE TO THE NEGLIGENCE OF THE-SALESEEDGE, OR LIABILITY THAT MAY NOT OTHERWISE BE LIMITED OR EXCLUDED BY LAW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT (INCLUDING NEGLIGENCE), CONTRACT, BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL THE-SALESEEDGE OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, MEMBERS OF OUR NETWORK, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "THE-SALESEEDGE") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES, EVEN IF FORESEEABLE OR IF THE-SALESEEDGE SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES,

OR FOR ANY CLAIM BY ANY OTHER PARTY, OTHER THAN WHERE CAUSED BY THE-SALESEEDGE'S MATERIAL BREACH OF THESE TERMS OR THE AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, PRODUCT LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF THE-SALESEEDGE TO YOU ARISING IN CONNECTION WITH THESE TERMS AND THE AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE APPLICABLE THE-SALESEEDGE SERVICES IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY THE-SALESEEDGE TO YOU IN THAT 12 MONTH PERIOD.