

FREEZE INC.

Terms of Service

Updated 2022-07-31

1. Acceptance of the Terms of Service.

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Service**”), govern your access to and use of any services made available by Freeze Inc. (the “**Company**,” “**we**,” “**us**” or “**our**”) using the website freeze.com (the “**Website**”) and any other products or services provided by us, including without limitation the services described in Section 4 of these Terms of Service (collectively, the “**Services**”). The terms “**you**,” “**your**,” and “**yourself**” refer to the individual user of the Services. Throughout these Term of Service, the Company and you may each be referred to as a “**Party**” or collectively, the “**Parties**.”

Please read the Terms of Service carefully before you start to use the Website or the Services. By using the Website or the Services or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service, our Privacy Policy located at https://freeze.com/en/Freeze_Inc_Privacy_Policy_Updated_2022-07-31.pdf (the “Privacy Policy”), and our Cookie Policy located at https://freeze.com/en/Freeze_Inc_Cookie_Policy_Updated_2022-07-31.pdf, each of which is incorporated herein by reference. If you do not want to agree to these Terms of Service, the Privacy Policy or the Cookie Policy you must not access or use the Website or the Services.

This Website and the Services are offered and available to users who are 18 years of age or older and who are legally permitted to access the Website and use the Services, this includes explicit permission from a parental guardian. By using the Website and/or the Services, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website or the Services.

2. Changes to the Terms of Service.

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website and/or the Services thereafter. We will provide notice when we deem there is a material change. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Website.

Your continued use of the Website and/or the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this

page frequently so that you are aware of any changes, as they are binding on you.

3. Accounts and Account Security.

a. Account Activation.

In order to use the Website and the Services, you must create and maintain an account through the Website (an “**Account**”). To create or maintain your Account, you will be required to provide us with certain information and documentation, including, as applicable, certain information and documentation associated with identity verification and other screening procedures (collectively referred to herein as the “**User Information**”) for you and any other individuals that you add to your Account (each, an “**Identity Profile**”) if you have plan with more than one person. You hereby agree to add Identity Profiles to your Account only for those individuals who have provided you with their express permission and consent to do so. You hereby agree to: (a) provide a valid email address for yourself to which we will send an authentication link each time you login to our Website to access the Services; (b) provide a valid email address for each additional Identity Profile added to your Account to which we will send a one-time authentication link at the time such Identity Profiles are added to your Account; (c) create a unique password (if requested); (d) provide complete and accurate information; (e) promptly update any information you have provided to us so that the information is complete and accurate at all times; (f) maintain the security of your Account by protecting your email account and password (if requested) from unauthorized access or use; (g) promptly notify us if you discover or suspect any unauthorized access or use of your Account or any security breaches related to your Account; (h) be responsible for all activities that occur under your Account; and (i) accept all risks of any authorized or unauthorized access to your Account. You agree that all User Information that you provide to register with the Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our *Privacy Policy* https://freeze.com/en/Freeze_Inc_Privacy_Policy_Updated_2022-07-31.pdf, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

b. Account Responsibility.

You are responsible for keeping your Account and your password (if requested) secure. You agree to maintain the security of the email address that you use to create your Account. You agree to notify us immediately of any unauthorized access to or use of your Account, username, or password or any other breach of security. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your Account so as not to provide third parties with your Account credentials. We will not be liable for any loss that you incur as a result of someone else accessing and using your Account, either with or without your knowledge. You also are responsible for paying our Fees when due and for maintaining an active form of payment if you are subscribed to our Services on a recurring basis.

c. Number of Accounts.

Every Account must have a unique email address associated with it.

d. Restrictions on Website and/or Service.

We reserve the right to withdraw or modify the Website and the Services in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website and/or the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or the entire Website or restrict access to some or all of the Services, to users, including registered users.

We have the right to disable any Account at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

e. Use Restrictions.

You may use the Website and the Services solely as authorized by us for so long as we permit you to continue to access the Website and the Services. You shall not directly or indirectly: (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Website and/or materials related to the use of the Website (as applicable) in any form or media or by any means (the “**Documentation**”); (b) attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Website or the Services; (c) access all or any part of the Website, the Services or the Documentation in order to build a product or service which competes with the Website, Services and/or the Documentation; (d) provide any other person with access to or use of your Account; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Website, the Services or any features, functionality, components, elements or parts of the Website or the Services, to any third party, without our prior written consent; (f) interfere with or disrupt the Website, the Services, networks, or servers connected to the systems or violate the regulations, policies, or procedures of such networks or servers, including unlawful or unauthorized altering of any of the information submitted through the Website or the Services; or (g) use the Website, the Services or the Documentation in violation of law applicable to you. We have no obligation to monitor your use of the Website or the Services; however, we reserve the right, at all times, to monitor such use, and to review, retain, and disclose any information as necessary to ensure compliance with the terms of these Terms of Service, and to satisfy or cooperate with any applicable law, regulation, legal process, or governmental request.

4. Services.

a. Description of Services.

We have developed the Website and other product offerings to assist individuals in exercising their wants and/or rights proscribed to them under various federal and state consumer privacy laws and regulations. The Website and the Services enable you to utilize our proprietary technology to exercise your wants and/or rights to (i) request to delete your personal information or data or the personal information or data of any individual who has authorized you to set up an Identity Profile in the custody of third parties; (ii) request to opt-out of sales of personal information or data from a specific organization at our sole choosing; (iii) request to not sell your personal information or data or the personal information or data of any individual who has authorized you to set up an Identity Profile in the custody of third parties; (iv) request to no longer collect your personal information or data or the personal information or data of any individual who has authorized you to set up an Identity Profile in the custody of third parties; (v) request to opt-out of all marketing; (vi) request to opt-out of tracking; and (vii) any other requests or forms of opt-out related to data, information, privacy and protection. You acknowledge and agree that in order to carry out the Services, we may require that you provide us with notarized documents necessary to prove your identity, proof that you have authorized us to act on your behalf, or any other information required for the purpose of fulfilling your request to exercise the rights given to you under applicable laws and regulations. You acknowledge and agree that we provide no guarantee of results, and that we attempt to exercise your rights on your behalf may not succeed for many reasons, including, but not limited to, the denial of necessary power of attorney rights to the Company. Further, you agree and acknowledge that any authorization or Power of Attorney granted to us to fulfill one or more of the Services may be considered fulfilled and terminated, with respect to any specific organization, upon our submission of the necessary documents as required by a specific organization of our choosing. We reserve the right to withdraw from representation, to cancel or annul the Power of Attorney, or any authorizations related thereto, at any time, for any reason, and at our sole discretion. You understand that we will not receive any implied authorizations, responsibilities, or agree to any representations unless specifically agreed to in an executed instrument expressly indicating an engagement between you and the Company.

We permit you to purchase a plan for more than one person that allows you to add personal information about other individuals, such as your family members or friends, in your profile, provided that such individuals have given you their express permission and consent to do so. We must authenticate all personal information about other individuals in your profile. If you create an Identity Profile for any other individual in your Account, we attempt to send each such individual an email confirmation and instruct each such individual to review and agree to these Terms of Service, our Privacy Policy, and our Cookie Policy before the Services can be used to protect each such individual's personal information. We retain the right to not send, use, transfer, allow or incorporate the entered information within an Identity Profile if we find or believe that the information is not correct or proper consent was not given or unable to be collected.

b. No Legal Representation.

We do not offer legal representation, nor do we offer any legal advice, legal opinions, recommendations, referrals, or counseling. The information provided by us along with the content on our Website related to legal matters is provided for your private use and does not constitute legal advice. We do not review any information you provide us for legal accuracy or sufficiency, draw legal conclusions, provide opinions about your selection of forms, or apply the law to the facts of your situation. If you need legal advice for a specific problem, you should consult with a licensed attorney. As we are not a law firm, please note that any communications between you and us may not be protected under the attorney-client privilege doctrine. To the extent we undertake limited authority as your authorized agent, our authority does not extend beyond the limited scope necessary for the fulfillment of the Services. Furthermore, we do not agree to any auxiliary, tangential, secondary, related, consequential, either direct or indirect, obligations, authorizations, or representations (collectively, “**Related Work**”), as they may stem from the fulfillment of the Services – nor is it our obligation to disclose, advise, or otherwise inform you of any required Related Work that you must fulfill, regardless of your legal obligation to fulfill the Related Work in order to maintain compliance with any laws related thereto, even if the origination of the requisite compliance stems from the Services provided to you by us. Furthermore, we do not maintain, and hereby expressly withdraw from, any ongoing representation and related obligations to you beyond the termination of our relationship in accordance with these Terms of Service. You further agree and acknowledge that any power of attorney will terminate automatically upon any legal actions taken by you, the Company, your authorized agent, or any third party associated with the purpose with the power of attorney.

5. Fees and Payment.

You agree to pay fees (the “**Fees**”) for the Services on a monthly or annual basis (the “**Subscription**”), in advance, in the amounts set forth in our price list for the Services in effect at the time of payment. The Fees applicable to you are set forth when you sign up for your Account, and may be amended by us, from time to time, in our sole discretion and with advance notice to you. By signing up for the Services, you expressly authorize us to withdraw funds from your bank account and/or charge your payment card (as applicable) for the full amount of the Fees. Since the Services are on-going and are subject to recurring payments, you expressly authorize us to withdraw funds from your bank account and/or charge your payment card on a recurring basis until you affirmatively cancel, remove or stop your use of the Services. You may be provided with the option to prepay Fees in advance on a quarterly or annual basis, in which event we may offer a discount or other incentive to you. All Fees paid by you for, via, or in connection with the Services are final and are non-refundable. You understand that the Fees you pay to the Company for the Services are associated with the attempt to exercise your rights under applicable consumer privacy and data laws and regulations, and not for the guarantee of results associated therewith.

6. Intellectual Property Rights.

a. Company's Ownership of all Intellectual Property.

By using the Website and/or the Services, you agree that (i) the Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) and (ii) the Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Website and the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website or otherwise accessible via the Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from the Website or the Services.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website or the Services.

You must not access or use for any commercial purposes any part of the Website or any Services or materials available through the Website or any of our other product offerings.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website or any of the Services in breach of the Terms of Service, your right to use the Website and the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website, the Services or any content on the Website or accessible via the Services is

transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website and the Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark and other laws.

b. Trademarks.

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website or the Services are the trademarks of their respective owners.

c. Feedback.

We will own any feedback, suggestions, ideas, or other information or materials regarding us, the Website or the Services that you provide, whether by email, posting on the Website, through Services or otherwise (collectively, “**Feedback**”). You hereby assign to us all right, title and interest to Feedback together with all associated intellectual property rights. You will not be entitled to, and hereby waive any claim for, acknowledgment or compensation based on any Feedback or any modifications made based on any Feedback.

d. User Content.

You hereby grant to us a royalty-free, fully paid-up, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium or manner, any text, information, data, materials, images, or other content you provide to us using the Services or submit or post to the Website and that is not Feedback owned by us (the “**User Content**”). You represent and warrant that: (a) you own the User Content or have the right to grant the rights and licenses in these Terms of Service, and (b) the User Content and use by us of the User Content as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. We may remove any User Content from the Site for any reason at our discretion.

7. Prohibited Uses.

You may use the Website and the Services only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Website or the Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or the Services, or which, as determined by us, may harm the Company or users of the Website and/or the Services or expose them to liability.

Additionally, you agree not to:

- Use the Website or the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website and/or the Services, including their ability to engage in real time activities through the Website or access the Services through any of our other product offerings.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website and/or the Services.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, any server, computer or database connected to the Website or any other product offerings through which we provide the Services.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website and/or the Services.

8. Monitoring and Enforcement; Termination.

We have the right to:

- Terminate or suspend your access to all or part of the Website and/or the Services for any or no reason, including without limitation, any violation of these Terms of Service.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website and/or the Services.
- Remove or refuse to post any Feedback or User Content for any or no reason in our sole discretion.
- Take any action with respect to any Feedback or User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Feedback or User Contribution violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE OTHER FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

9. Reliance on Information Posted.

The information presented on or through the Website or any of our other product offerings is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone

who may be informed of any of its contents.

This Website and/or the Services may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

10. Information About You and Your Visits to the Website.

All information that we collect from you either through the Website or any of our other product offerings is subject to our Privacy Policy https://freeze.com/en/Freeze_Inc_Privacy_Policy_Updated_2022-07-31.pdf. By using the Website and/or the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

11. Changes; Suspension; Termination.

a. Changes to the Website and/or Services.

We may, at our discretion and without liability to you, with or without prior notice and at any time, modify or discontinue, temporarily or permanently, all or any portion of the Website or any of the Services.

b. Suspension or Termination of Services.

We may, at our discretion and without liability to you, with or without prior notice and at any time, temporarily suspend or permanently terminate your access to all or a portion of the Website or any of the Services. Such action would constitute a withdrawal from our representation, cancellation or annulment of any Power of Attorney, or any authorizations related thereto, that may have been granted during the provision of the Services.

You have the right to terminate your Subscription and use of the Website and/or Services at any time by providing notice to us of your intent to terminate (a “**Termination Request**”). You acknowledge that your termination request will take effect immediately (the “**Termination Date**”) and your license to utilize the Website and/or Services shall cease immediately. Following the Termination Date, you agree to immediately cease the use of the Website and the Services. You acknowledge and agree that, following the Termination Date, we shall have no obligation to maintain, provide to you, or recover any of the data or content that you uploaded to your Account and/or the Services, and we may delete the same. In the event of a termination, pursuant to this Section 11(b), we shall have no obligation to provide you with a refund of any Fees that you have prepaid, as all Fees paid by you are final and non-refundable.

c. **No liability.**

We will not be liable for any losses suffered by you resulting from any modification of the Website or any of the Services or from any suspension or termination of your access to all or a portion of the Website or any of the Services (whether pursuant to this Section 13 or for any other reason).

d. **Effect of Termination.**

In the event of discontinuation of the Website and the Services or other termination of your right to access the Website or the Services: (a) all amounts payable by you to us will immediately become due; (b) no refunds will be issued; (c) we will deactivate your Account; and (d) we will delete all of your personal information and data, except for your account and billing history, including your acceptance of these Terms of Service, our Privacy Policy, and our Cookie Policy.

12. Links to Third-Party Websites and Integration of Third-Party Services.

Our Website and Services contain links to and integration with third-party websites, applications, and services (collectively, the “**Third-Party Services**”) that are not owned or controlled by us. We have no control over, we do not warrant, and we do not assume any responsibility for, the content, terms of service, privacy policies or practices of any Third-Party Services. You agree that the Company provides links to and integrations with such Third-Party Services solely as a convenience and has no responsibility for the content or availability of such Third-Party Services, and that the Company does not endorse such Third-Party Services (or any products or other services associated therewith). You agree and acknowledge that such Third-Party Services, such as payment processors, may collect certain personal information and data from you in connection with your use of such Third-Party Services. You agree that your access to any Third-Party Services linked to the Service is at your own risk. Your use of such Third-Party Services will be subject to the terms applicable to each such Third-Party Services, including without limitation the terms of service, privacy policy, and cookie policy related thereto.

YOU ACKNOWLEDGE AND AGREE THAT FREEZE SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR (I) THE FUNCTIONALITY OR PERFORMANCE OF ANY SUCH THIRD-PARTY SERVICES OR THE ACCURACY OR RELIABILITY OF ANY CONTENT, INFORMATION, DATA, OPINIONS, ADVICE OR STATEMENTS MADE ON SUCH THIRD-PARTY SERVICES OR (II) ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OF THE THIRD-PARTY SERVICES OR RELIANCE ON ANY CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD-PARTY SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD-PARTY SERVICES THAT ARE LINKED TO OR INTEGRATED WITH THE SERVICES OR THAT YOU USE OR VISIT IN CONNECTION

WITH THE SERVICES.

13. Disclaimer of Warranties.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE WEBSITE, THE SERVICES, THE DOCUMENTATION AND ANY PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON OUR BEHALF ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WE EXPRESSLY DISCLAIM, AND YOU WAIVE, ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT THE SITE, THE SERVICES OR THE DOCUMENTATION ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE THAT YOUR USER DATA MAY BECOME IRRETRIEVABLY LOST OR CORRUPTED OR TEMPORARILY UNAVAILABLE DUE TO A VARIETY OF CAUSES, INCLUDING SOFTWARE FAILURES, VIRUSES OR OTHER HARMFUL MATERIALS, PROTOCOL CHANGES BY THIRD PARTY PROVIDERS, INTERNET OUTAGES, FORCE MAJEURE EVENT OR OTHER DISASTERS, SCHEDULED OR UNSCHEDULED MAINTENANCE, OR OTHER CAUSES EITHER WITHIN OR OUTSIDE OUR CONTROL. YOU ARE SOLELY RESPONSIBLE FOR BACKING UP AND MAINTAINING DUPLICATE COPIES OF ANY INFORMATION YOU STORE OR TRANSFER THROUGH THE WEBSITE OR ANY OF OUR SERVICES.

THE DISCLAIMER OF IMPLIED WARRANTIES CONTAINED HEREIN MAY NOT APPLY IF AND TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW OF THE JURISDICTION IN WHICH YOU RESIDE.

14. Indemnification.

You will defend, indemnify, and hold harmless us, our Affiliates, and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, “**Indemnified Parties**”) from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys’ fees, arising out or relating to (a) your use of, or conduct in connection with, the Services; (b) any Feedback or User Content you provide; (c) your violation of these Terms of Service; or (d) your violation of any applicable law or the rights of any other person or entity. If you are obligated to indemnify any Indemnified Party, we (or, at our discretion, the applicable Indemnified Party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether we wish to settle, and if so, on what terms.

15. Disclaimer of Damages.

IN NO EVENT WILL WE, OUR AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, INFORMATION, OR FINANCIAL BENEFIT) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE WEBSITE OR THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON BEHALF OF US, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF OURS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Limitation of Liability.

IN NO EVENT WILL OUR LIABILITY, OUR AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, REPRESENTATIVES, SUPPLIERS OR CONTRACTORS ARISING OUT OF OR IN CONNECTION WITH WEBSITE, THE SERVICES, ANY PERFORMANCE OR NON-PERFORMANCE OF THE WEBSITE OR THE SERVICES, OR ANY OTHER PRODUCT, SERVICE OR OTHER ITEM PROVIDED BY OR ON OUR BEHALF, WHETHER UNDER CONTRACT, STATUTE, STRICT LIABILITY OR OTHER THEORY (INCLUDING, FOR AVOIDANCE OF DOUBT, ANY NEGLIGENCE OF OURS) EXCEED THE AMOUNT OF THE FEES PAID BY YOU TO US UNDER THIS AGREEMENT IN THE ONE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

17. Contact Us.

All feedback, comments, requests for technical support and other communications relating to the Services should be directed towards the “help” button in your user interface (UI) with pre-answered questions and an email for you to contact as well. Access or sign in to your account to view or contact us: <https://account.freeze.com/en/431b5a79cdb0b660/>

18. Giveaways, Contests, Sweepstakes and Promotions.

Any giveaways, contests, sweepstakes or other promotions (collectively, “**Promotions**”) made available through our Website and/or the Services may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, the Promotion rules will apply.

19. Miscellaneous.

a. Governing Law.

The interpretation and enforcement of these Terms of Service, and any dispute related to these Terms of Service, the Website or the Services, will be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law rules or principles (whether of the Commonwealth of Massachusetts or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You agree that we may initiate a proceeding related to the enforcement or validity of our Intellectual Property Rights in any court having jurisdiction. With respect to any other proceeding that is not subject to arbitration under these Terms of Service, the federal and state courts located in the Commonwealth of Massachusetts will have exclusive jurisdiction. You waive any objection to venue in any such courts.

b. Assignment.

These Terms of Service are binding upon and inure to the benefit of the permitted successors and assigns of each Party. You may not assign, subcontract, delegate or otherwise convey these Terms of Service, or any of its rights and obligations hereunder. Notwithstanding anything to the contrary in these Terms of Service, we may assign, transfer, and delegate this agreement (these Terms of Service) and our obligations hereunder at any time, in our sole discretion.

c. Severability.

If any provision of these Terms of Service is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any such provision in every other respect and the remaining provisions of these Terms of Service will be unimpaired and these Terms of Service will continue in full force and effect, unless the provisions held invalid, illegal, or unenforceable will substantially impair the benefits of the remaining provisions hereof.

d. Waiver.

The failure of either Party to insist upon strict performance or to seek remedy for breach of any term of these Terms of Service, or to exercise any right, remedy or election herein or permitted by law or equity, will not constitute nor be construed as a waiver or relinquishment in the future of such term, condition, right, remedy, or election. Any consent, waiver, or approval by either Party of any act or matter will not be effective unless made in writing and signed by an authorized representative of the consenting, waiving, or approving Party.

e. Force Majeure.

We will not be responsible or liable to you or deemed in default or breach

hereunder by reason of any failure or delay in the performance of our obligations hereunder (including the temporary unavailability or inaccessibility of the Website and/or the Services) where such failure is the result of Force Majeure. As defined herein, “**Force Majeure**” means any (a) acts of God, flood, fire, wind, storm, drought, earthquake, or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination, or sonic boom; (e) any law or any action taken by a government or public authority; (f) collapse of buildings, breakdown of plant or machinery, fire, explosion, or accident; (g) any labor or trade dispute, materials or transport, strikes, industrial action or lockouts; (h) interruption or failure of utility service; or (i) or any other cause, whether similar or dissimilar to those enumerated, that is beyond our reasonable control and without our fault or negligence.

f. Survival.

The Parties hereby agree that the termination of these Terms of Service will not affect the provisions that, by their nature, are intended to survive the termination hereof, including without limitation, Section 3 (Account and Account Security), Section 5 (Fees and Payment), Section 6 (Intellectual Property Rights), Section 7 (Prohibited Uses), Section 8 (Monitoring and Enforcement; Termination), Section 11 (Changes; Suspension; Termination), Section 13 (Disclaimer of Warranties), Section 14 (Indemnification), Section 15 (Disclaimer of Damages), Section 16 (Limitation of Liability), and Section 19 (Miscellaneous).

g. Entire Agreement.

These Terms of Service, the Privacy Policy, and the Cookie Policy constitute the sole and entire agreement between you and the Company with respect to the Website and the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website and the Services.