

TERMS OF SERVICE - UPDATED 2024-03-15

These Terms of Service (the "Terms") govern your access to and use of the freeze.com website and its subdomains ("the Site"), both prior to and following the completion of a Master Service Subscription Agreement (the "MSSA") with Freeze Inc. ("Freeze" or "We"). Whether you are exploring the possibility of entering into the Agreement or have already done so, these Terms apply to all users ("You" or "User"), including both individuals and representatives of organizations.

Before you can receive services from Freeze, you must complete the MSSA, which outlines the specific terms under which services are provided. By accessing or using the Site, at any stage, you signify your acceptance of these Terms. Please read them carefully to ensure you understand your rights and obligations as a user of the Site, both before and after entering into the Agreement.

Your continued use of the Site constitutes your agreement to these Terms and, if applicable, the Agreement. We encourage you to review these documents thoroughly to understand the full scope of your engagement with Freeze.

ACCEPTANCE OF THE TERMS OF SERVICE

By accessing, browsing, or using the Site, you, whether as an individual or on behalf of an organization, acknowledge that you have read, understood, and agree to be bound by these Terms of Service and any additional terms and conditions applicable to certain areas of the Site or to transactions or agreements you may enter into with Freeze. This acceptance constitutes a legal agreement between you and Freeze and applies to all users of the Site, irrespective of the purpose of use, whether it is for obtaining information, completing the MSSA, or utilizing services provided by Freeze after the Agreement is in effect.

Your Agreement to the Terms:

1. Before Agreement Completion - If you are accessing the Site with the intent to enter into an MSSA with Freeze, your use of the Site signifies your preliminary acceptance of these Terms, which govern your use of the Site up until the MSSA is executed.
2. After Agreement Completion - Following the execution of the Agreement, your continued use of the Site indicates your acceptance of these Terms as part of your ongoing relationship with Freeze. This includes any modifications to the Terms that may be made from time to time.

CHANGES TO THE TERMS OF SERVICE

Freeze may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately and apply to all access to and use of the Website and/or the Services thereafter. Freeze will provide notice when Freeze deems there is a material change to these Terms of Service. Should the Website be unavailable for an extended period of time Freeze will work with You to ensure you have not been harmed from the unavailability of the Website.

Freeze will not be liable if all or part of the Website or Services are unavailable at any time. From time to time, we may restrict access to some or all of the Website or restrict access to some or all of the Services.

Your continued use of the Website and/or the Services following the posting of revised Terms of Service constitutes your acceptance to the changes. We have the right to disable any Account at any time in our sole discretion if, in our opinion, you have violated any provision of these Terms of Service, to protect the integrity of the Website or Service, or you have failed to render payment when due.

ELECTRONIC AGREEMENT

You acknowledge that your acceptance of these Terms, at any stage, constitutes an agreement that is executed electronically and is legally binding. You waive any rights or requirements under applicable laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.

AGE AND RESPONSIBILITY

By accessing and using the Site, you affirm that:

1. For Users 18 and Older - You are at least 18 years of age and possess the legal right and ability to enter into these Terms of Service and to create binding legal obligations for any liability you may incur as a result of the use of the Site.
2. For Users Under 18 - If you are under the age of 18, you may use the Site only after a parent or guardian has reviewed and agreed to these Terms of Service and the terms of the MSSA, on your behalf. By allowing you to use the Site, your parent or guardian is authorizing Freeze to provide you with access under the terms of the MSSA and is agreeing to be bound by these Terms on your behalf.

You are responsible for ensuring that all information you provide on the Site, whether at registration or during the course of using the Site and its services, is true, accurate, current, and complete. You agree to maintain and promptly update your registration data and any other information you provide to Freeze to keep it true, accurate, current, and complete.

We reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion if the information you provide is found to be false, inaccurate, not current, or incomplete, or if Freeze has reasonable grounds to suspect that such information is false, inaccurate, not current, or incomplete.

INTELLECTUAL PROPERTY RIGHTS

1. Freeze's Ownership of all Intellectual Property - Freeze's name, logo and all related names, logos, product and service names, designs and slogans are trademarks of Freeze or its affiliates. You may not use such marks without the prior written permission of Freeze. All other names, logos, product and service names, designs and slogans on the Website or the Services are the trademarks of their respective owners.

You understand and acknowledge that all Intellectual Property contained in the Website or Service is owned by Freeze and no rights have been granted to you. Any attempt to modify or reproduce, or use Freeze Intellectual Property other than expressly authorized by these terms is prohibited. 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:

- a. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
 - b. You may store files that are automatically cached by your Web browser for display enhancement purposes.
 - c. 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.
2. Feedback - Freeze 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.
3. User Content - You hereby grant to Freeze 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 Freeze (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 Freeze of the User Content as licensed herein does not and will not violate, misappropriate or infringe on the rights of any third party. Freeze may remove any User Content from the Site for any reason at our discretion.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

1. Terminate or suspend your access to all or part of the Website and/or the Services including without limitation, any violation of these Terms of Service, in case of emergency to protect the integrity of the Website or Service or your failure to render payment when due. Any termination action would constitute a withdrawal from our representation, cancellation or annulment of any Power of Attorney or agent agreement, or any authorizations related thereto, that may have been granted during the provision of the Services.
2. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website and/or the Services.

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 freeze and its affiliates, licensees and service providers from any claims resulting from any action taken by freeze 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, Freeze assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. Freeze has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

RELIANCE ON INFORMATION POSTED

Freeze disclaims any representation or warranty, express or implied, as to the accuracy or completeness of the information. The information is provided on an “as is” basis. Freeze disclaims any liability to the other party or any other person resulting from use of the information provided through use of website or services including any related Third-Party Services and information and content provided by such Third-Party Services.

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 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.

Given the nature of this agreement, freeze would advise that prior to signing up for the service that you consult an attorney to ensure that you understand the terms and policies you are agreeing to.

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 disclaims, 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.

INDEMNIFICATION

You will defend, indemnify, and hold harmless Freeze, 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 misuse of 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.

DISCLAIMER OF DAMAGES

In no event will Freeze, 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.

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 freeze under this agreement in the one-month period immediately preceding the event giving rise to the claim for liability.

MISCELLANEOUS

1. **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.
2. **Dispute Resolution** - Please read the following arbitration agreement in this Section carefully ("Arbitration Agreement"). It requires you to arbitrate disputes with Freeze and limits the manner in which you can seek relief from us. Please contact us within thirty (30) days of your acceptance of the Agreement to opt-out of this Arbitration Agreement.
 - a. **Applicability of Arbitration Agreement, Rules and Forum** - You agree that any dispute or claim relating in any way to this Agreement, including but not limited to, arbitrability of the matter or the formation, interpretation, scope, applicability, termination or breach of this Agreement, your access or use of the Website or Services or to any aspect of your relationship with Freeze, will be resolved by binding arbitration, rather than in court. This Arbitration Agreement will apply to all claims that arose or were asserted before the effective date of this Agreement. Such disputes and claims shall be referred to and

finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures, or JAMS International Arbitration Rules, if the matter is deemed “international” within the meaning of that term as defined in the JAMS International Arbitration Rules. The arbitration shall be administered by JAMS, shall take place before a sole arbitrator, and shall be conducted in Boston, Massachusetts. If the JAMS International Arbitration Rules apply, the language to be used in the arbitral proceedings will be English. Judgment upon the arbitral award may be entered by any court having jurisdiction.

- b. Waiver of Jury Trial - except for small claims actions, you and freeze hereby waive any constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. you and freeze are instead electing that all claims and disputes will be resolved by final, binding arbitration under this arbitration agreement. an arbitrator can award on an individual basis the same damages and relief as a court and must follow this agreement as a court would. However, there is no judge or jury in arbitration and court review of an arbitration award is subject to very limited review.
 - c. Waiver of class or consolidated actions - If you agree to this agreement and/or use the website or services you are agreeing in advance that you will not participate in or seek to recover monetary or other relief in any lawsuit filed against freeze alleging class, collective and/or representative claims on your behalf. Instead, by agreeing to arbitration, you may bring your claims against freeze in an individual arbitration proceeding. claims of more than one customer or user cannot be arbitrated or consolidated with those of any other customer or user. you acknowledge that you have been advised that you may consult with an attorney in deciding whether to accept this agreement prior to using the website or services including this arbitration agreement. if a court decides that applicable law precludes enforcement of any of this section’s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court, subject to your and freeze’s rights to appeal the court’s decision. all other claims will be arbitrated.
- 3. 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.
 - 4. 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.
 - 5. 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.
 - 6. 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.

7. 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.

CONTACT INFORMATION

If you have any questions or concerns regarding these terms, please do not hesitate to contact us by sending an email to general@support.freeze.com. We are committed to providing the very best and are available to address any inquiries or requests you may have.