



Updated: November 24, 2025

TERMS OF SERVICE

The following terms and conditions govern your access to and use of the websites, landing pages, documentation, marketing materials, publicly available tools, and other web pages operated by OutboundSync, Inc. (“**OutboundSync**,” “**we**,” or “**us**”) (collectively, the “**Website**”). These Terms of Service also govern any informational resources, demo or preview features, limited-purpose accounts, or other non-commercial services made available through the Website (together with the Website, the “**Services**”), to the extent such Services are intended to be governed by these Terms of Service.

The Website is offered subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, OutboundSync’s Privacy Policy), and procedures that we may publish from time to time on the Website (“**Agreement**”). By accessing or using any part of the Website, you agree to be bound by the terms and conditions of this Agreement.

The Website is available only to individuals who are at least 18 years old.

1. AUTHORIZATION

If you register, access or use our Services on behalf of another person or entity, (i) all references to “you” throughout this Agreement will include that person or entity, (ii) you represent that you are authorized to enter into this Agreement on that person’s or entity’s behalf, and (iii) in the event you or that person or entity violates this Agreement, that person or entity also agrees to be responsible to us. If you are an entity using any Services pursuant to this Agreement, you are responsible for your employees’ and representatives’ use of the Services, including ensuring they comply with this Agreement.

2. ACCOUNT

We may require that you create an account in order to use some or all of our Services. You may not share or permit others to use your individual account credentials. You will promptly update any information contained in your account if it changes. You must maintain the security of your account, as applicable, and promptly notify us if you discover or suspect that someone has accessed your account without your permission.

3. WEBSITE CONTENT (NO ADVICE)

Content on the Website is provided for general information only. We do not guarantee it is accurate, complete, or up-to-date. Nothing here is legal, financial, or compliance advice.

4. RESPONSIBILITY OF WEBSITE VISITORS (USER CONTENT)

If the Website allows you to post or upload content (“**User Content**”), you are responsible for your User Content. You represent and warrant that: (i) you own or have all rights to post it; (ii) it does not infringe third-party rights or contain unlawful, harmful, or deceptive material; and (iii) it complies with this Agreement. You grant OutboundSync a non-exclusive, royalty-free license to host, display, and distribute your User Content on the Websites, solely to operate and promote the Website, and to use any feedback freely given to improve our Website and Services.



Updated: November 24, 2025

We may remove User Content or suspend access for violations. Do not post confidential, payment, health (PHI), or other sensitive data. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. OutboundSync has the right (though not the obligation) to, in OutboundSync's sole discretion (i) refuse or remove any content that, in OutboundSync's reasonable opinion, violates any OutboundSync policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in OutboundSync's sole discretion. OutboundSync will have no obligation to provide a refund of any amounts previously paid.

5. ACCEPTABLE USE

You agree not to:

- **Access, probe, or attempt to bypass** any security or authentication measures, or access any systems, data, or areas of the Website you are not authorized to access.
- **Submit sensitive data** to the Website (e.g., special categories of personal data/biometrics, health/PHI, payment card data, government IDs), except where expressly requested and authorized.
- **Disrupt or degrade** the Website or our infrastructure (e.g., excessive requests, scraping beyond robots.txt, DoS, or load testing).
- **Harm or interfere** with other users, systems, or services (e.g., malware, exploitation, or abuse).
- **Send or facilitate spam** or unsolicited mass messages via the Website.
- **Use the Website unlawfully** or in violation of applicable laws, regulations, or third-party rights.

6. CONTENT POSTED ON OTHER WEBSITES

We have not reviewed, and cannot review, all of the material made available through the websites and webpages to which Website links, and that link to Website. OutboundSync does not have any control over those non-OutboundSync websites and webpages, and is not responsible for their contents or their use. By linking to a non-OutboundSync website or webpage, OutboundSync does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. OutboundSync disclaims any responsibility for any harm resulting from your use of non-OutboundSync websites and webpages.

To the extent that any services, tools, or content provided by third parties are integrated within the Website or provided through the Website ("**Third Party Content**"), the terms and conditions of the Third Party Content provider shall apply, and you will be required to accept the applicable terms and conditions in order to use the Third Party Content within the Website. OutboundSync is not responsible for the availability, accuracy, functionality, or performance of any Third-Party Content and disclaims all liability arising from your use of such Third-Party Content.

7. INTELLECTUAL PROPERTY

This Agreement does not transfer from OutboundSync to you any OutboundSync or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with OutboundSync. OutboundSync, its logo, and all other trademarks, service marks, graphics, and logos used in connection with OutboundSync, or the Website, are trademarks or registered trademarks of OutboundSync or OutboundSync's licensors. Other trademarks, service marks, graphics, and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any OutboundSync or third-party trademarks.

If you give feedback on the Website, for example, recommendations for improvements or features, such feedback will be deemed non-confidential and non-proprietary, and implementation of that feedback is owned by OutboundSync and may become part of the Website without any compensation to you. You agree to grant OutboundSync a non-exclusive, transferable, royalty-free, sublicensable, irrevocable, worldwide license to use, host, cache, store, reproduce, transmit, publicly display, publicly perform, publish, and distribute any User Content solely in relation to the operation of the Website.

8. FEES AND PAYMENTS

OutboundSync's Website is generally free to use. Any optional paid items made available through the Website (e.g., self-service services, downloads, or event registrations) will require payment before access is granted. Payment is due at the time of purchase and is processed by our third-party payment provider. OutboundSync does not store full payment card details. Unless required by law, fees are non-refundable. Prices are exclusive of taxes (e.g., sales, VAT, GST). Taxes will be added where required, and you are responsible for them. You will not deduct or withhold taxes from amounts owed to OutboundSync (other than taxes we are legally required to collect and remit).

We may change prices prospectively by posting updated pricing on the Website.

Any fees, invoicing, late charges, and payment terms for OutboundSync's enterprise Services are governed exclusively by your CSA and not by these Terms of Service.

9. DEMOS

OutboundSync's live demos are for evaluation only; they are not an offer, warranty, security assessment, or legal/compliance advice, and features shown may differ in production. OutboundSync makes no commitments regarding the availability, accuracy, completeness, or performance of any demo features. Please do not share confidential or regulated data during a demo (e.g., customer personal data, account/loan numbers, payment card data, health/PHI, government IDs). If you choose to share information, you confirm you're authorized to do so. With your prior consent, we may record a demo for internal quality/replay; if recorded, we retain it for a limited period, and you may request deletion as described in our Privacy Policy.

OutboundSync may modify or discontinue Demo Features at any time without notice.

10. DISCLAIMER OF WARRANTIES

THE WEBSITE IS PROVIDED "AS IS". OUTBOUNDSYNC AND ITS SUPPLIERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER OUTBOUNDSYNC NOR ITS SUPPLIERS AND LICENSORS MAKE ANY WARRANTY THAT THE WEBSITE WILL BE ERROR-FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED. YOU UNDERSTAND THAT YOU DOWNLOAD FROM, OR OTHERWISE OBTAIN CONTENT OR SERVICES THROUGH, THE WEBSITE AT YOUR OWN DISCRETION AND RISK.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, OUTBOUNDSYNC AND ITS AFFILIATES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFITS/REVENUE, ARISING FROM OR RELATED TO YOUR USE OF THE SITE. OUR TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE WEBSITE SHALL NOT EXCEED **USD 100**.

12. GENERAL REPRESENTATION AND WARRANTY

You represent and warrant that (i) your use of the Website will be in strict accordance with the OutboundSync Privacy Policy available at <https://outboundsync.com/privacy-policy>, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

13. INDEMNIFICATION

You agree to indemnify and hold harmless OutboundSync, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.

14. MISCELLANEOUS

All data processing activities by the Service will be governed by the Privacy Policy. Where the provision of the Services involves the processing of personal data on behalf of a user or organization that has entered into an Order Form or other paid agreement with OutboundSync (the "**Customer**"), the Data Processing Agreement (the "**DPA**") made available by OutboundSync shall apply and form part of the governing agreement between the parties.

In the event of any conflict or inconsistency between these Terms of Service and any other governing agreement between you (or the Customer) and OutboundSync, the documents shall have the following order of precedence, in descending order of priority: the applicable Order Form, the Data Processing Agreement (DPA), the Cloud Service Agreement (CSA), these Terms of Service, and the Privacy Policy.

OutboundSync reserves the right, at its sole discretion, to modify or replace any part of this Agreement, suspend or terminate your account for Agreement violations, or suspend or terminate Website access at any time, with or without notice. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. OutboundSync may also, in the future, offer new services and/or features through the Website (including the release of new tools and



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resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

You agree to comply with applicable export control and sanctions laws and not to access or use the Website in embargoed or sanctioned jurisdictions or for prohibited end uses.

This Agreement is governed by the laws of California (conflict-of-laws rules excluded). Courts located in San Mateo County, California, have exclusive jurisdiction.