LineLeader Terms of Use

Last updated: 2026

Important Information

1. CRM Web Solutions LLC (a Delaware Limited Liability Company) with offices at 129 S Main Street, Ste 260, Grapevine, TX 76051 (“LineLeader”, "us", "we", or "our") operates the LineLeader cloud-based technology platform (the Platform), LineLeader mobile application (the App) and the website https://www.LineLeader.com (Our Website), together the Products, and provides additional training, migration, support, maintenance and other services (Services). Your access and use of the Products and Services is subject to the terms and conditions of the LineLeader Terms of Use (Terms).

2. We make the Products and Services available in many countries around the world through our related corporate bodies, including but not limited to: in Australia through CRM Web Solutions Pty Limited ACN 619 467 355. In your place of domicile, a reference to “LineLeader”, "us", "we", or "our" includes a reference to the local LineLeader entity.

3. The Products enable customers (“Customer”, “you”, “your”) childcare centers, schools, units or facilities (Centers) and their staff, consultants, directors, advisors and representatives (Educators) to market their programs, manage leads and enrollment, operate and administer their Centers (including billing and payments, subsidy tracking, scheduling, attendance and compliance), and communicate with a child’s parents and guardians (Parents) and other family members (collectively, Family Members) as well as prospective staff (Applicants) regarding the Center’s activities. For purposes of these Terms, a Family Member is a “Customer” when they use or access the Products or Services.

4. PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING LIMITATIONS OF LIABILITY AND AN EXCLUSIVE COURT VENUE.

5. All communication between a Center and Family Members, Educators and Applicants using the Products is via a secure, private, cloud based electronic communication means.

6. The Products may only be used, and the Services will only be provided, for purposes of:

a. managing a Center’s leads from initial inquiry to Center enrollment, as well as post enrollment, including managing marketing and operational communication between a Center, Educators and Family Members;

b. assisting the Center to maintain records for accreditation and other legal purposes;

c. digitizing the information (“Content”) submitted by a child’s Parents in their enrollment documents for the Center, to store that information without the need to maintain hard copies, and to easily access that information for the Center’s ordinary activities;

d. delivering all the functionality of a robust, multi-site management and billing platform, including Family Member engagement, including digital check-in/out, automated billing and invoicing, one-time and recurring auto payments, staff management, attendance tracking, academics and food programs, and reporting;

e. delivering a complete Family Member and staff engagement app including automated daily reports, family portals, sharing and logging key moments and events, and messaging;

f. managing center operations and regulatory compliance, including ratio, attendance and immunization tracking, staff re-certification reminders, subsidy tracking and reporting, staff scheduling and time tracking, and the production of reports and analytics;

g. using the artificial intelligence, forecasting and analytics features that we make available (including the AI Features defined in paragraph 60I), subject to that paragraph; and

h. using any other feature or functionality that LineLeader makes generally available in the Products from time to time (the Permitted Purposes).

7. You agree to use the Products and Services solely for the Permitted Purposes.

7A. Features Not Yet Released; Compliance Tools. Features that we describe as in development, beta, preview or coming soon are not part of the Products until we make them generally available, and we make no commitment to deliver them. Ratio, attendance, immunization, re-certification, subsidy, licensing and similar tools in the Products are aids only. Each Center remains solely responsible for complying with all licensing, subsidy, labor and other legal requirements that apply to it, for the accuracy and completeness of the data it enters, and for reviewing any report before relying on it or submitting it to any agency or funding source.

Acceptance of Terms

8. Please read these Terms carefully. You signify that you have read, understood and agree to be bound by these Terms by (a) using, browsing and/or reading the Products or Services; or (b) accepting these Terms by clicking to accept the Terms where this option is made available to you. These Terms continue in force until we terminate them.

9. Your access to and use of any Product and/or Service is conditional on your acceptance of, and compliance with, these Terms.

10. Subject to paragraph 10A, if there is any conflict between any representation made by us and these Terms, these Terms shall prevail.

10A. Order of Precedence. If you have signed a quote, order form or subscription agreement with LineLeader (an “Order Form”), the Order Form controls over these Terms to the extent of any conflict, but only as to the products, services and pricing described in that Order Form.

11. We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. You may read a current, effective copy of these Terms of Use by visiting the “Terms of Use” link on Our Website. We will also notify you of any material changes, at least thirty (30) days before they take effect (except where a shorter period is required by law or needed to address security or legal compliance), either through the Product user interface, a pop-up notice, email, or through other reasonable means. Your continued use of the Products or Services after the date any such changes become effective constitutes your acceptance of the new Terms. You should periodically visit this page to review the current Terms so you are aware of any revisions. If you do not agree to abide by these or any future Terms, you must not access, browse, or use (or continue to access, browse, or use) the Products or Services.

Creating a LineLeader Account

12. You must have created for you a LineLeader account (Account) to use the Products and access the Services, and must provide us information that is accurate, complete, and current to the best of your knowledge.

13. You are responsible for safeguarding the password for your Account and for any and all activities on your Account and/or under your password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your Account.

13A. User Accounts. Each Account and each user login is for a single named individual and may not be shared. Customer is responsible for ensuring that only its own authorized Educators and Family Members hold user logins, for promptly removing logins of individuals who leave or no longer need access, and for any activity under any login it issues.

14. Customer (except a Customer that is a Family Member) agrees that each Center and its Educators use the Products and Services as agents of Customer. Customer is responsible for and liable for the conduct of each Center and Educator in their use of the Products and Services at all times, including any breach of these Terms. Customer will indemnify us in accordance with paragraph 58 for third-party claims arising from any breach of these Terms by it, its Centers and/or its Educators. Centers may create a profile for the use of members of its staff (Staff Profile).

15. You may upload certain content to the Products, including the following (Content):

(a) documents and comments concerning children and Family Members, including personal information;

(b) documents and comments concerning Educators, including personal information;

(c) Center information or Customer information; and

(d) other material.

16. You will use personal information about Family Members and children to create a profile about children (Child Profile) which will be accessible by you and others, including:

(a) Customer, Centers and their Educators; and/or

(b) us, our staff, consultants, directors, advisors, and representatives, solely as needed to provide, support and secure the Products and Services and to comply with law.

17. Customer, the Center, and each Educator agrees:

(a) you will carefully monitor and supervise Content at all times;

(b) (except as required by law) you will not permit or enable any person other than Customer, the Center or Educator to access a Child Profile or Staff Profile; and

(c) (except as required by law) you will not permit or enable any person other than Customer, the Center or Educator to access any marketing communication between the Center and the Family Members or Applicants.

18. As Customer, Center or Educator, you warrant:

(a) you have all necessary authorities and express consents to create each Child Profile and/or Staff Profile and use the Products and Services for each child or staff member pursuant to these Terms,

including (where necessary) express Parent/applicant/staff member consents relating to the collection, use, and storage (by you and us) of personal information of that child, staff member or applicant; and

(b) you will at all times:

(i) be conscious of your duties of care to each child when uploading Content to the Child Profile or Staff Profile;

(ii) demonstrate the highest standards of professional behavior, exercise professional judgement and act in a courteous and sensitive manner when interacting with us and with Family Members and Applicants;

(iii) be familiar with and comply with at all times all legislative and industrial requirements and any professional responsibilities, codes of conduct, policies and procedures applicable to you as Customer, Center or Educator;

(iv) use information gained in the course of your use of the Products only for the Permitted Purposes; and

(v) except in the discharge of official duties, use no information gained by you or conveyed to you in the course of your use of the Products.

19. Where Customer is not a corporate person, it warrants that it is authorized to accept these terms on behalf of its owner(s) and Centers, and does so with their/its express permission and authority.

20. As an Educator, you also warrant you accept these Terms with the express permission and authority of the Center and Customer.

20A. Eligibility. The Products and Services are for business use by Centers, Educators and Family Members who are at least eighteen (18) years old. The Products are not directed to children, and children are not permitted to create Accounts. Customer is responsible for obtaining any parental consent required by law (including COPPA) before submitting information about a child.

Fees

21. All pricing terms are confidential, and Customer agrees not to disclose them to any third party for any reason.

21A. Confidentiality. “Confidential Information” means non-public information of LineLeader that Customer receives through the Products or Services, including pricing, product roadmaps, non-public features, documentation, training materials, and security information. Customer will use Confidential Information only to use the Products as permitted by these Terms, will protect it with at least reasonable care, and will not disclose it to any third party except to its personnel and professional advisors who need to know it and are bound by confidentiality obligations, or as required by law (after giving LineLeader prompt notice where lawful). Customer Data is governed by the Data Protection section, not this paragraph.

22. Subject to your compliance with these Terms, we grant you a limited, fixed term, non-exclusive, non-assignable, non-transferrable, non-sublicensable, license to use the Products.

23. License Fee. This License Fee section applies to Customers who are Centers or own Centers.

a. You agree to pay a license fee (License Fee) on a subscription basis being a non-refundable payment due at a regular interval. Unless your signed quote or contract states otherwise, your subscription will automatically renew for successive terms equal to the initial term (or, for month-to-month subscriptions, successive one-month terms) until terminated in accordance with paragraph 64. We will provide any renewal notice and cancellation instructions required by applicable law. Information regarding the License Fee is included in the signed quote and/or contract received from you, as updated by notice from time to time.

b. The License Fee may differ from one country to another, and from one organization to another.

c. You must pay License Fees in accordance with the agreed terms for payment, or if not expressed, upon receipt of our invoice for payment.

d. The License Fee includes unlimited Customer support chat functionality, support tickets, email exchanges and phone calls during LineLeader's published support hours.

e. Unless otherwise agreed, any Center locations subsequently added (Supplemental Centers) will be governed by existing terms applicable to that Customer and these Terms, prorated for the first calendar month of service.

f. All additional Services including training, data imports, system integrations and other services are available on request. All such Services shall be quoted by LineLeader and billed as agreed, but otherwise are covered by these Terms.

g. LineLeader charges and collects in advance for use of the Products and for performance of the Services.

h. Customer agrees to provide LineLeader with complete and accurate entity, billing and contact information and name and telephone number of an authorized billing contact and license administrator. Customer agrees to update this information within fifteen (15) days of any changes.

i. We may suspend or terminate Customer's access to the Products and (where relevant) Services if Customer's Account becomes delinquent (falls into arrears) for two (2) consecutive months. Delinquent invoices (Accounts in arrears) are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection plus costs and fees, including attorney fees, that are related to or associated with LineLeader collection efforts. Customer will continue to be charged for Products and active locations during any period of suspension. If either party terminates these Terms, Customer must pay all balances due in accordance with the documents evidencing the Customer's initial subscription (Subscription Terms).

24. Platform Fee. LineLeader may assess a platform fee (Platform Fee) in exchange for Customer's access to and use of the Products and Services, which include, but are not limited to, the ability to submit and use Content, manage education schedules, communicate with other Customers, prepare, send, and pay invoices, and access customer service. A Center may elect to pay the Platform Fee on its customers' behalf or may require its customers to pay the Platform Fee. Customers may be eligible for a discounted Platform Fee when they pay via automated clearing house transfer, check or cash. A Center that requires its customers to pay the Platform Fee is responsible for making all disclosures and obtaining all consents required by applicable law (including state surcharge and consumer-protection laws).

24A. Payment Fees and Surcharges. Each Center is solely responsible for determining whether, and in what amount and manner, it may lawfully charge any surcharge, convenience fee, service fee or similar fee on card or other electronic payments (including any Platform Fee it passes on to families), and for complying with all applicable federal and state laws, card network rules and payment processor requirements in every jurisdiction where it operates or where its families reside, including any limits, prohibitions, disclosure, notice and registration requirements. LineLeader does not provide legal advice, does not determine or verify whether any fee that a Center configures or charges is lawful, and has no obligation to monitor a Center's compliance. A Center's configuration or use of any fee feature in the Products is its own decision and at its own risk, and the Center must disable or adjust any fee setting that is not permitted where it operates. Paragraph 58 applies to claims arising from fees a Center configures or charges.

25. You may be required to provide information regarding your credit card, bank account or other payment method. You represent and warrant to LineLeader that such information is true and that you are authorized to use the payment method. You must promptly update your Account information of any changes (for example, a change in your billing address or credit card expiration date) that may occur. Payments made by you hereunder are final and non-refundable, unless otherwise agreed in writing by LineLeader or required by applicable law.

26. If you dispute any charges you must notify LineLeader within sixty (60) days after the date that LineLeader charges you, or within such longer period of time as may be required under applicable law.

27. We reserve the right to change LineLeader's prices. If LineLeader does change prices, LineLeader will provide notice of the change through the Product user interface, a pop-up notice, email, or through other reasonable means, at LineLeader's option, at least thirty (30) days before the change is to take effect. Your continued use of the Products or Services after the price change becomes effective constitutes your agreement to pay the changed amount, provided that, unless your signed quote or contract provides otherwise, you may terminate your Account effective on the date of the change by written notice given before that date, in which case the price change will not apply to you. Price changes will not apply during a committed term stated in your signed quote or contract unless that document permits them.

28. We may impose a reconnection fee in the event your access to the Products has been suspended due to non-payment.

29. You agree that we have no obligation to retain Content and that it may be irretrievably deleted if your Account is sixty (60) days or more delinquent and we have given you at least fifteen (15) days' written notice of the pending deletion.

30. LineLeader's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, which Customer is solely responsible for.

31. LINELEADER DOES NOT PROCESS PAYMENTS. All electronic card payments are processed through parties not controlled by us. We use one or more online payment service providers who encrypt your card or bank account details. These providers may require you to agree to additional terms and conditions in order to submit payments. By agreeing to these Terms, you agree to be bound by the terms governing the payment providers' services. You may elect to save your payment method information to your Account. By doing so, you hereby authorize the payment processor to store and continue billing your specified payment method even after such payment method has expired to avoid interruptions in payments. Where you authorize recurring or automated payments (including ACH debits), you authorize LineLeader's payment service provider to initiate those payments on the schedule you select until you cancel in accordance with the provider's terms and applicable law. Each Center is responsible for chargebacks, returned payments and

related fees on payments it collects through the Products. LineLeader assumes no liability or responsibility for any payments you make through the Products.

Bad Behavior

32. We take child wellbeing, welfare and safety seriously and will not tolerate bad behavior associated with the use of any Product, including behavior which is (in our reasonable judgment) rude, vulgar, inappropriate, discriminatory, disrespectful, sexualized, illegal, violent, abusive or bullying, and any other behavior that violates applicable law or these Terms (Bad Behavior).

33. You must not engage in Bad Behavior.

34. You must immediately report any Bad Behavior to your Center or LineLeader.

35. We do not monitor Content but we will investigate any Bad Behavior reported to us. If we form the view that you have engaged in Bad Behavior, we may immediately remove any offending material from your Account and, unless prohibited by law or the removal is needed to protect a child's safety or an investigation, will notify you promptly afterward.

36. We may:

(a) suspend or shut down your Account immediately and without notice where the Bad Behavior is serious, unlawful or poses a safety risk, and otherwise after notice and a reasonable opportunity to cure (without a pro-rata refund of prepaid License Fees where the Account is closed because of your Bad Behavior); and/or

(b) report Bad Behavior to relevant law enforcement authorities or government agencies, at our absolute discretion.

Your use of the Products

37. You must not under any circumstances:

(a) copy, reproduce, publish, or share with any third person through any means, any Content whatsoever (including sharing by email, uploading, reducing to hard copy, or sharing on any social media platform or any other electronic source), except as necessary for the Permitted Purposes, as required by law (including licensing, accreditation and subsidy reporting), or as authorized by the Center or the relevant Parent;

(b) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Products, Services or related materials in any way;

(c) remove LineLeader logos from the Products, help documentation, reports, training material or other documentation supplied by LineLeader, unless a white-label option was agreed to in the initial subscription agreement;

(d) use the Products in any way that may or will:

(i) compromise the health, welfare or safety of any child or staff member;

(ii) infringe any other person's intellectual property rights;

(iii) violate our rights under law in any way (including infringing our intellectual property rights); or

(iv) be inconsistent with these Terms;

(e) use Products or the Content for any purpose other than the Permitted Purposes;

(f) adapt, reverse engineer, decompile, disassemble, reproduce, store, distribute, display, perform, publish or create derivative works from, any part of Products;

(g) remove any identification, reference number, logo or other information which may be embedded in any file associated with any Product on your device;

(h) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;

(i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;

(j) attempt to gain unauthorized access to the LineLeader Platform or its related systems or networks;

(k) violate HIPAA, COPPA or any other applicable laws or regulations applicable to your place of domicile;

(l) grant, permit or allow access to the Products, the Services, or any non-public information or materials relating to them (including by user login, shared credentials, screen sharing, screen recording or demonstration) to any Competitor or any person acting for or for the benefit of a Competitor, including for migration, implementation, evaluation, benchmarking or integration purposes, except as permitted by paragraph 37B;

(m) use any robot, spider, scraper, bulk-export script or other automated means to access the Products or extract content from them, other than through export tools or APIs that LineLeader makes available to you, or use the Products, the Services or their outputs to build, train or improve any competing product or service or any artificial intelligence model; or

(n) conduct or publish any benchmark, performance test or competitive analysis of the Products without LineLeader's prior written consent.

37A. HIPAA. The Products and Services are not designed to be, and LineLeader does not represent that they are, compliant with HIPAA. Health-related information that you choose to record about a child (such as allergies or medications) is Content for which you are responsible under paragraph 18.

37B. Competitors. "Competitor" means any person or entity (including its employees, contractors and affiliates) that offers, or is developing, products or services that compete with the Products, as reasonably determined by LineLeader. Paragraph 37(l) does not apply where LineLeader has given its prior written consent, which LineLeader may withhold or condition (including on a confidentiality agreement, limited access and a defined time period). If Customer wishes to migrate to or from another provider, Customer may request migration assistance from LineLeader and may use the export tools described in paragraph 63A to export Customer Data. If we reasonably believe that a Competitor has been given access in breach of paragraph 37(l), we may immediately suspend that access and any related user login without notice, and paragraph 62(a) applies.

38. We reserve the right to remove or disable access to any Content from your Account where reasonably necessary to comply with law, enforce these Terms, or protect the safety or security of any person or the Products. Where practicable, we will notify you of the removal.

38A. Copyright Complaints. If you believe that Content on the Products infringes your copyright, send written notice to our designated contact in paragraph 82 (marked “Copyright Complaint”) with the information required by 17 U.S.C. § 512(c)(3). We may remove or disable access to allegedly infringing Content and will terminate the Accounts of repeat infringers in appropriate circumstances.

39. Subject to paragraphs 63A and 63B and the Data Protection section below, you acknowledge that LineLeader may establish general practices and limits concerning use of the Products, including the maximum period of time that data or other Content will be retained and the maximum storage space that will be allotted on LineLeader’s or its third-party service providers’ servers on your behalf. You agree that LineLeader has no responsibility or liability for the deletion or failure to store any data or other Content maintained or uploaded to the Product. You acknowledge that LineLeader reserves the right to terminate Accounts that are inactive for an extended period of time. You further acknowledge that LineLeader reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services and Software

40. Mobile Services. The Products and certain Services are available via a mobile device, including (i) the ability to upload Content via a mobile device, (ii) the ability to browse the Product and Our Website from a mobile device, and (iii) the ability to access certain features and content through our App (collectively, the Mobile Services). To the extent you access the Products or the Services through a mobile device, your wireless service carrier’s standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

41. Telephonic Communications Services.

a. By providing your telephone number to LineLeader, you agree that LineLeader and its service providers may call or text you for transactional and account-related purposes, such as billing, security, support and service notices. LineLeader will not send you marketing calls or texts unless you give separate, specific consent that is not a condition of using the Products or Services. You may withdraw consent at any time by replying STOP or contacting us. If you change or deactivate your telephone number, you agree to promptly update your Account information so that messages are not sent to a person who acquires your old number.

b. There is no additional charge for telephonic communications, but your carrier’s standard message and data rates apply to any calls, text messages, SMS or MMS messages you send or receive. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. We are not liable for any delays in the receipt of, or any failures to receive, any calls, text messages, SMS or MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.

c. By replying to any text, SMS or MMS message you receive from us, you may text “STOP” to cancel or “HELP” for customer support information. If you choose to cancel text, SMS or MMS messages from us, you agree to receive a final message from us confirming your cancellation.

d. Customers who utilize the LineLeader texting features to communicate with Parents and Family Members, or Applicants, agree to be bound by and comply with the texting terms and conditions and

associated privacy policy provided by LineLeader on their behalf, unless Customer provides and manages their own. These documents ensure compliance with FCC guidelines. Customers are responsible for ensuring that their use of LineLeader's texting features, including all communications sent through the Platform, comply with these policies.

e. Centers as Senders. Where a Center uses the Products to send calls, texts, emails or other communications to Parents, Family Members or Applicants ("Communications"), the Center is the sender and initiator of those Communications and is solely responsible for their content and for complying with the Telephone Consumer Protection Act, the CAN-SPAM Act, the Telemarketing Sales Rule, carrier registration requirements and all other applicable laws, including by obtaining and keeping records of all required consents and honoring opt-outs. The Center warrants that it has all consents required to send Communications to each recipient. LineLeader does not review Communications and is not responsible for obtaining recipient consents.

42. App License. Subject to these Terms, LineLeader hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to (a) install the App on one mobile device and (b) use the App for your own personal use solely to access and use the Service. For clarity, the foregoing is not intended to prohibit you from installing the App on another device on which you also agreed to these Terms. Each instance of these Terms that you agree to in connection with downloading the App grants you the aforementioned rights in connection with the installation and use of the App on one device.

43. Ownership; Restrictions. The technology and software underlying the Products or Service or distributed in connection therewith are the property of LineLeader, its affiliates, and its licensors (including the App, the Software). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by LineLeader.

44. Third-Party Distribution Channels. LineLeader offers Software that may be made available through the Apple App Store, the Google Play Store, or other distribution channels (Distribution Channels). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms are between you and LineLeader only, and not with the Distribution Channel. To the extent that you utilize any other third-party products and services in connection with your use of the Products, you agree to comply with all applicable terms of any agreement for such third-party products and services.

45. Apple-Enabled Software. With respect to Apps that are made available for your use in connection with an Apple-branded product (Apple-Enabled Software), in addition to the other terms and conditions set forth in these Terms, the following terms and conditions apply:

a. LineLeader and you acknowledge that these Terms are concluded between LineLeader and you only, and not with Apple Inc. (Apple), and that as between LineLeader and Apple, LineLeader, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

b. You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple Media Services Terms and Conditions.

c. Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the "Usage Rules" set forth in the Apple Media Services Terms and Conditions, except that such Apple-Enabled

Software may be accessed and used by other accounts associated with the purchaser via Apple's Family Sharing or volume purchasing programs.

d. Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

e. Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software, if any, to you; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be LineLeader's sole responsibility, to the extent it cannot be disclaimed under applicable law.

f. LineLeader and you acknowledge that LineLeader, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.

g. In the event of any third-party claim that the Apple-Enabled Software or your possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between LineLeader and Apple, LineLeader, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

h. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

i. If you have any questions, complaints, or claims with respect to the Apple-Enabled Software, they should be directed to LineLeader as follows: support@lineleader.com 866-306-1985 129 S Main Street, Ste 260, Grapevine, TX 76051

j. You must comply with applicable third-party terms of agreement when using the Apple-Enabled Software, e.g., your wireless data service agreement.

k. LineLeader and you acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

46. Google-Sourced Software. The following applies to any App you download from the Google Play Store (Google-Sourced Software): (a) you acknowledge that these Terms are between you and LineLeader only, and not with Google LLC (Google); (b) your use of Google-Sourced Software must comply with Google's then-current Google Play Terms of Service; (c) Google is only a provider of Google Play where you obtained the Google-Sourced Software; (d) LineLeader, and not Google, is solely responsible for LineLeader's Google-Sourced Software; (e) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (f) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to LineLeader's Google-Sourced Software.

47. Open Source Software. The Software may contain or be provided together with open source packages. Each open source software is subject to its own license terms. If required by any license for particular open source package, LineLeader makes such open source package, and LineLeader's modifications to that open source package (if any), available by written request to admin@crmwebsolutions.com. Copyrights to the open source packages are held by the respective copyright holders.

Intellectual Property Rights

48. We do not claim any intellectual property rights in any Content or Customer Data (defined in paragraph 60A). As between you and LineLeader, you own the Content and Customer Data.

49. We maintain all intellectual property rights in the Products.

50. You hereby grant to us a worldwide, limited, royalty free, non-exclusive license to host, copy, transmit, display and otherwise use the Content solely to provide, secure and support the Products and Services to you and for the Permitted Purposes, during the term of your Account and any later period needed to comply with law or to complete the return or deletion of Content under these Terms.

51. You agree that you will notify us of any suspected infringement of LineLeader intellectual property rights.

51A. Feedback. If you give us suggestions, ideas or other feedback about the Products or Services ("Feedback"), you grant us a worldwide, perpetual, irrevocable, royalty-free license to use the Feedback without restriction or attribution. Feedback does not include Customer Data.

Third party websites

52. Products may contain links to third-party websites or services that are not owned or controlled by us, including advertisements for services offered by that third party. The inclusion of a link to external websites do not imply our endorsement of those websites. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any of those third-party web sites or services and you acknowledge and agree that when you access them, you do so at your own risk. You release us from any liability in respect of links to third-party websites or services that are not owned or controlled by us.

52A. Third-Party Integrations; Beta Features. LineLeader is not responsible for third-party products, services or integrations that you choose to connect to the Products, or for their availability, security or terms. Any feature that we identify as beta, preview or pilot is provided "as is," without any commitment of availability or support, and may be changed or withdrawn at any time.

Limitation of liability

53. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, YOUR USE OF THE PRODUCTS AND SERVICES IS AT YOUR SOLE RISK. THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. All implied conditions, warranties and terms are excluded from these Terms to the maximum extent permitted by law.

54. We make no representation or warranty that the Products:

> (a) will be useful to you; meet your requirements; be of satisfactory quality; be free from error, defect, virus or any other harmful component; be fit for any particular purpose; or be available or accessible, without interruption or without error; or

(b) will function uninterrupted or be available at any time or location.

55. You agree that:

(a) we shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for any loss of profits, revenue or goodwill, arising out of or relating to these Terms or your use of the Products and Services, even if advised of the possibility of such damages; and

(b) our total aggregate liability arising out of or relating to these Terms and the Products and Services will not exceed the License Fees and Platform Fees you paid to LineLeader in the twelve (12) months before the date the claim arose.

55A. The limitations in paragraphs 55 and 56 do not apply to liability that cannot be limited under applicable law, or to a party's fraud, gross negligence or willful misconduct.

56. Paragraphs 53 to 55 and any other paragraph which excludes or restricts our liability applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.

57. If you become aware of any breach of any term of these Terms by any person, please tell us by email including a subject title marked URGENT. We welcome your input but do not guarantee that we will agree with your judgement.

You indemnify us

58. As a condition of your access to and use of Products and Services, you agree to indemnify us, our directors, officers, agents, employees and contractors and our successors and assigns, against all losses, damages, costs and expenses (including reasonable legal fees) arising from third-party claims to the extent arising from:

(a) your breach of these Terms;

(b) your Content, or activity on your Account or under your password that you authorized or failed to take reasonable steps to prevent; and

(c) your violation of applicable law in your use of the Products.

59. Paragraph 58 survives termination of these Terms and applies to claims arising both before and after such expiration or termination.

Privacy

60. We recognize the importance of protecting your privacy. Our Privacy Policy detailing our policies regarding the collection, use and disclosure of your personal information is available on Our Website. The Privacy Policy applies to personal information we handle for our own purposes; personal information we process on your behalf is governed by paragraphs 60A to 60I.

Data Protection

60A. Customer Data. "Customer Data" means all Content and all personal information about your Center, Educators, Applicants, children, Parents and Family Members that you or your users submit to or generate through the Products. As between you and LineLeader, you own Customer Data. We will process Customer

Data only to provide, support and secure the Products and Services for you as described in these Terms and your documented instructions, to prevent fraud and abuse, to enforce these Terms, and to comply with law.

60B. Roles and State Privacy Laws. To the extent the California Consumer Privacy Act (as amended) or any other U.S. state privacy law applies, LineLeader acts as your service provider or processor for Customer Data and will not sell or share Customer Data or use it outside its direct business relationship with you except as these Terms permit. You are responsible for determining which laws apply to you and for giving all notices and obtaining all consents (including verifiable parental consent where COPPA applies) required for your collection of Customer Data and our processing of it as described in these Terms. We will reasonably assist you with individual rights requests that you cannot complete using the Products at your expense for non-routine requests and, where the Products do not let you delete the data yourself, will delete or de-identify the Customer Data you identify within thirty (30) days of your written request.

60C. Security. We maintain commercially reasonable administrative, physical and technical safeguards designed to protect Customer Data from unauthorized access, disclosure or use, and will not materially reduce them during the term of your Account. No system is perfectly secure, and we do not guarantee that unauthorized parties will never defeat our safeguards.

60D. Incident Notification. If we determine that Customer Data in our possession was accessed or acquired by an unauthorized party, we will notify you without undue delay and reasonably cooperate with your investigation. Unless the law requires us to notify individuals or regulators directly, you are responsible for any notifications to affected individuals, regulators and others.

60E. Subprocessors. We may use subprocessors (such as cloud hosting, communications and payment providers) to process Customer Data under written confidentiality and data protection obligations. We remain responsible for their acts and omissions regarding Customer Data to the same extent as for our own, subject to paragraphs 55 and 55A. A current list is available on request.

60F. Aggregated and De-Identified Data. We may create and use aggregated or de-identified data derived from use of the Products, that does not identify you, any child or any other individual, to operate, maintain, analyze and improve the Products and for benchmarking. We will not attempt to re-identify that data. We will not use identifiable Customer Data to train artificial intelligence models for use by other customers.

60G. Backups and Retention. We back up Customer Data daily and retain backups for seven (7) days for disaster-recovery purposes. We retain Customer Data for the term of your Account and as provided in paragraphs 63A and 63B. Backups are provided for disaster recovery only and we do not guarantee that a particular record can be restored.

60H. Sensitive Data. You must not place payment card numbers, bank account numbers or similar financial credentials in free-text fields or uploaded documents; use the payment fields designed for that purpose. If your use of the Products involves education records protected by FERPA, we will enter into a data processing addendum with you on request.

60I. Artificial Intelligence Features. The Products may include features that use artificial intelligence or machine learning (“AI Features”). Outputs of AI Features may be inaccurate or incomplete. You are responsible for reviewing AI outputs before relying on them, particularly for any decision about a child, family or staff member, and you must not use AI Features in violation of law. We may modify or discontinue AI Features on reasonable notice where practicable. AI Features may analyze Content and communications that you submit or send through the Products (such as family texts, emails and notes) and generate suggested messages, summaries, intent signals, recommendations and forecasts. These outputs are suggestions only.

You are responsible for reviewing and approving any message before it is sent. You must not use AI Features as the sole basis for any decision about a child's enrollment, eligibility or care, or about any employee or applicant. You are responsible for giving the notices and obtaining the consents that applicable law requires for using AI Features to analyze communications and personal information.

Termination

62. We may terminate or suspend your Account and terminate any license described in these Terms (a) immediately, if you breach paragraphs 32 to 37 (Bad Behavior and restricted use), your use creates a security or legal risk, or we are required to do so by law; (b) if you materially breach any other provision of these Terms and do not cure the breach within ten (10) days after our written notice; (c) under paragraph 23(i) for non-payment; or (d) for convenience on sixty (60) days' written notice, in which case we will refund prepaid fees for the period after termination.

63. Upon termination or suspension, your rights to use any Product will immediately cease and we or the Center will archive and store all Content for at least the period required by law, subject to paragraphs 63A and 63B.

63A. Return of Customer Data. For thirty (30) days after termination or expiration (the "Export Period"), you may export your Customer Data using the export tools in the Products and, on request, we will provide a reasonable export in a standard format (assisted exports are Services under paragraph 23(f)). Access during the Export Period is conditioned on payment of undisputed amounts then due.

63B. Deletion. After the Export Period we will delete or de-identify Customer Data within ninety (90) days, except where retention is required by law, for backups until they are overwritten in the ordinary course, or as needed to resolve a dispute. Each Center remains responsible for meeting its own record-retention obligations (including licensing, subsidy and accreditation requirements) and should export the records it needs during the Export Period.

64. If you wish to terminate or suspend your Account, you may do so in the following ways:

> (a) With written notice per the terms outlined in your contractual obligation outlined on your executed quote and/or contract, or with 90 days' written notice if not explicitly outlined on your executed quote and/or contract;
>
> (b) With 30 days' written notice in the event of a material breach by us that is incapable of remedy or is not remedied; or
>
> (c) If we become the subject of any proceedings regarding insolvency, receivership, liquidation or assignment for the benefit of creditors.

65. Any term of these Terms which by its nature should survive termination shall survive termination, including, without limitation provisions relating to ownership, intellectual property, warranties, disclaimers, indemnities and limitations of liability.

66. These Terms may not be assigned by Customer without our prior written consent except to (i) Customer's parent or subsidiary, (ii) an acquirer of equity or assets, or (iii) a successor by merger. Any purported assignment in violation of this paragraph shall be void.

67. Subject to paragraph 55A and the refund provisions of these Terms, we shall not be liable to you or any third party for any claim or damages arising out of any termination or suspension taken in accordance with these Terms.

68. If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on Products or by sending a communication to any address (email or otherwise) that we have for you in our records.

Local Laws and Export Control

69. The Products may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies, and the export control regulations of Switzerland and the European Union. You acknowledge and agree that Products shall not be used in relation to, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries for which the United States, Switzerland and/or the European Union maintains an embargo ("Embargoed Countries").

70. By using the Products, you represent and warrant that you are not located in or under the control of, a national or resident of an Embargoed Country. If Customer should begin doing business in Europe, Customer furthermore agrees to comply strictly with all U.S., Swiss and European Union export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

Dispute Resolution

71. Informal Resolution. Before filing a claim, a party must send the other a written notice describing the nature and basis of the dispute and the relief sought. Notices to LineLeader must be sent as provided in paragraph 82. The parties will try in good faith to resolve the dispute for sixty (60) days after the notice is received before either may begin court proceedings, except that either party may seek urgent injunctive relief at any time.

Miscellaneous matters

79. You agree that you are solely responsible for your interactions with any other Customer in connection with the Service and Products, and LineLeader will have no liability or responsibility with respect thereto. LineLeader reserves the right, but has no obligation, to become involved in any way with disputes between you and any other Customer.

80. LineLeader reserves the right to modify or discontinue, temporarily or permanently, the Products or Services (or any part thereof) on reasonable notice where practicable. During your then-current paid term we will not materially reduce the core functionality of the Products you subscribed to, except as needed for security, legal compliance or changes by third parties outside our control; if we do, you may terminate and we will refund prepaid fees for the unused period. You agree that LineLeader will not be liable to you or to any third party for any modification, suspension or discontinuance of a Product or Service made in accordance with this paragraph.

80A. Service Availability. We will use commercially reasonable efforts to keep the Products available, to schedule planned maintenance outside normal business hours where practicable, and to give advance notice of routine maintenance.

81. You acknowledge and agree that the Products may use encryption technology.

82. You will give any required notice under these Terms to us by sending an email to accounting@crmwebsolutions.com.

83. If any part of these Terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent necessary to bring it within the laws of that jurisdiction and to prevent it from being void, and shall be binding in that changed or reduced form.

84. The failure of LineLeader to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

85. You agree that to the extent permitted by applicable law, any claim or cause of action arising out of or related to use of the Products or Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

86. Our rights and obligations set out in these Terms shall pass to any permitted successor in title. We may assign these Terms, in whole or in part, to an affiliate or in connection with a merger, acquisition or sale of all or substantially all of the relevant assets, on notice to you.

87. Any obligation in these Terms intended to continue to have effect after termination shall so continue.

88. We will communicate with you by e-mail or by posting notices on Our Website. You agree that all such electronic communications satisfy any legal requirement that such communications be in writing.

88A. Electronic Signatures and Records. You consent to conduct transactions with us electronically and to receive records and disclosures electronically. You agree that electronic signatures, including those captured through the Products, are legally binding and have the same effect as handwritten signatures to the fullest extent permitted by the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act and similar laws. Each Center is responsible for ensuring that its enrollment forms and the e-signature process meet all requirements that apply to it.

89. Any communication emailed to you will be deemed as having been received within 24 hours if no notice of non-receipt has been received by the sender.

90. These Terms do not give any right to any third party except as specified herein.

91. LineLeader will not be in default hereunder by reason of any failure or delay in the performance of its obligations where such failure or delay is due to civil disturbances, riot, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or unavailability of electrical power, network access or equipment, or any other circumstances or causes beyond LineLeader's reasonable control.

92. These Terms shall be governed by the laws of the State of Texas (without regard to its rules of conflict of laws) and the parties irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of the State of Texas and of the United States of America located in such state in Dallas County, Texas. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS.

93. For those users accessing the system within the country of Australia, then these Terms shall be governed by the laws of the Queensland and the Commonwealth of Australia (without regard to its rules of conflict of laws) and the parties irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the Courts of Queensland.

Notice for California Consumer Customers

94. Under California Civil Code Section 1789.3, consumer users of the Products or Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted (a) via email at dca@dca.ca.gov; (b) in writing at: Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834; or (c) by telephone at (800) 952-5210 or (800) 326-2297 (TDD). Sacramento-area consumers may call (916) 445-1254 or (916) 928-1227 (TDD). You may contact us at LineLeader, 129 S Main Street, Ste 260, Grapevine, TX 76051 or (866) 306-1985.