

FREEDOM MARKETING SERVICES TERMS OF USE

Published: **January 6, 2025**

PLEASE SCROLL DOWN AND READ THE TERMS OF USE BELOW.

These Freedom Marketing Services Terms of Use (“Terms”) is a binding contract between Freedom Marketing, Inc. (“FMI,” “we,” “us,” or “our”) and the individual intending to access, download, create, or otherwise use the Freedom Marketing Services (“you” and “your”). These Terms govern your use of all Services (as defined below) from FMI unless other terms and conditions expressly govern.

IMPORTANT NOTICE. READ THESE TERMS CAREFULLY BEFORE ACCESSING, DOWNLOADING OR USING THE SERVICES. IF YOU ACCESS, DOWNLOAD OR USE A SERVICE IN ANY WAY, WITH OR WITHOUT A SUBSCRIPTION OR REGISTRATION, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS AND YOU ARE HEREBY NOTIFIED THAT YOUR CONTINUED ACCESS AND USE OF SUCH SERVICE IS SUBJECT TO ALL OF THESE TERMS . IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THESE SERVICES IN ANY WAY

1. **CHANGES TO THESE TERMS.** We may change the Terms or modify any features of the Services at any time at our sole discretion. The most current version of the Terms can be viewed by clicking on the **Terms of Use** link on the Services Website. If you continue to use the Services after changes are posted, you will be deemed to have accepted the changes.
2. **THE SERVICES.**
 - 2.1. The Freedom Marketing Services include without limitation: (a) information such as technical, contractual, product, program, pricing, marketing, compensation and other valuable information (“Information”); and (b) content such as data, text, software, music, sound, photographs, graphics, video, messages, or other materials (“Content”); and (c) website(s) and other digital communication tools providing the ability to access, download, receive, create and otherwise use Information and Content (“Website”); each, a “Service” and collectively, the “Services”. These Services are provided either directly by FMI and its subsidiaries or through various third-party platforms and devices (e.g., mobile phone, tablet and software applications).
 - 2.2. FMI makes no representation that the Services are appropriate or available for use in all locations or that FMI’s Services are available in your location.
 - 2.3. FMI shall have no ownership of, does not claim any interest in, and shall have no obligation of any kind with respect to, any Content or Information that you upload or post to, place on, or otherwise transmit via the Website. Unless otherwise stated herein, or in FMI’s **Privacy Policy**, any Content or Information that you provide shall be deemed provided on a nonconfidential basis. FMI shall be free to use or disseminate such Content or Information on an unrestricted basis for any purpose, and you grant FMI and all other users of the Website a perpetual, worldwide, royalty-free, nonexclusive, fully

transferable license to use the Content or Information for any and all purposes, now known or later discovered or created, including but not limited to reproducing, modifying, and adapting and creating derivative works of, distributing and transmitting, displaying and performing, and publishing and reselling (in any and all forms and media, now known or later discovered or created), as FMI determines in its sole discretion. You represent and warrant that you have proper authorization to grant this license.

- 2.4. To the extent you request or subscribe to receive Content or Information from FMI via e-mail and/or text, FMI will use commercially reasonable efforts to deliver such Content or Information to the e-mail and/or text address you provide; however, FMI cannot and does not guarantee delivery of such e-mail and/or text.
- 2.5. FMI shall have no obligation to, or liability for failing to, review, scour, police or manage any Content or Information that you or other users upload or post to, place on, or otherwise transmit via the Services; however, FMI reserves the right to block your access to the Services and/or edit or remove any Content or Information that violates these Terms.
3. LICENSE. By using the Services, you indicate that you understand these Terms and that, subject to your compliance with all of these Terms, FMI grants you a non-exclusive, nontransferable, limited, personal, fully revocable (at any time and for any reason), term license to access, download, create, or otherwise use the Services. The Services are licensed, not sold, or transferred to you, for use according to these Terms. The Services are for your individual use only with FMI Services and you may not use the Services, including without limitation, any Content or Information made available through the Services, in or with any other product or service, without our express written consent.
4. TERM. These Terms are effective until terminated. FMI may terminate these Terms for any reason at any time and FMI reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Services, with or without prior notice. You may terminate these Terms at any other time by destroying any downloaded Content or Information made available through the Services, together with all copies thereof. These Terms will also terminate if you fail to comply with any term or condition of these Terms. Upon such termination, you agree to destroy the downloaded Content or Information made available through the Services, together with all copies thereof.
5. PRIVACY AND YOUR ACCOUNT.
 - 5.1. By using the Services, you indicate that you understand the FMI [Privacy Policy](#) which describes how we collect, use, share and protect your personal information. Your information may be stored and processed in the United States or any other country where FMI has facilities and/or in which we engage service providers, and by using a Service online, you consent to the transfer of information outside of your country.
 - 5.2. You must be 18 years of age or older to access the Services.
 - 5.3. If you access a Service using a password, you are solely responsible for maintaining the confidentiality of that password. You agree to notify us promptly if you change your email address so we can continue to contact you and send any notices described

hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address shall be deemed sufficient notice.

6. YOUR OBLIGATIONS.

6.1. In consideration of your use of the Services, you agree:

6.1.1. that you will not use the Services for any purpose that is unlawful or prohibited by these Terms and that you will comply with all applicable laws and any conditions or restrictions imposed by these terms; and

6.1.2. not to use the Services to: (a) transmit spam, unsolicited communications, or unauthorized third-party Content or Information; (b) spoof someone else's identity or otherwise misrepresent your affiliation with a person or entity; (c) forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any Content or Information you transmit; (d) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to use the Services; (e) engage in activities that would violate applicable local, state, national or international law, or any regulations having the force of law; or (f) collect or store personal data about other users unless specifically authorized by such users; and

6.1.3. to be entirely responsible for all Content and Information that you upload or post to, place on, or otherwise transmit via the Services and, specifically, not to upload, post or otherwise transmit, via the Services, any Content or Information that: (a) is harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, threatening, or otherwise objectionable; (b) includes unauthorized disclosure of personal information; (c) violates or infringes anyone's intellectual property rights; or (d) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or interfere with the operation of any software, hardware, or other equipment; and

6.1.4. not to: (a) use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, web data extraction or data extraction for data model training, data model improvement or other purposes; or (b) provide any third-party access to the Services that may allow the third-party to use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, web data extraction or data extraction for data model training, data model improvement or other purposes; and

6.1.5. to accept sole and exclusive responsibility (as between FMI and you) for adequate protection of your data and/or equipment used in connection with the Services.

6.2. You agree to defend FMI from any claim, suit, demand, and action of any third-party, and indemnify and hold FMI harmless from any resulting judgment, settlement, and cost, including reasonable attorneys' fees, due to or arising out of your Content, your Information, your use of or connection to the Services including any use by you on

behalf of your employer, your breach of these Terms, or your violation of any third-party rights.

7. **AVAILABILITY OF SERVICES THROUGH OTHER PLATFORMS.** If you access a Service through a mobile application or other type of third-party platform, the applicable end user license agreement or terms of use for the mobile service through which you downloaded the mobile application may apply in addition to these Terms and you agree that you are subject to such application's or platform's terms in addition to these Terms. In the event of a discrepancy between any terms and conditions of these Terms and the end user license agreement or terms of use for mobile service, the terms and conditions of these Terms shall prevail.

8. **CONFIDENTIALITY.**

- 8.1. During your access to and use of the Services, you may obtain information that FMI or other users consider “confidential” or “proprietary” (“Confidential Information”). You agree (a) not to reveal the Confidential Information to any third-parties and (b) to take precautions, which shall be at least the more protective of (i) reasonable and prudent care or (ii) those taken in safeguarding your own trade secret, confidential, or proprietary information, whether by instruction, agreement, or otherwise, to satisfy your obligations under these Terms with respect to authorized use, protection, and security of the Confidential Information.
- 8.2. The foregoing restrictions do not extend to information that (a) is at the time of disclosure already known to you from a source not under a confidentiality obligation, (b) is published or otherwise made known to the public by FMI, or (c) is received by you from a third-party who is not bound by any confidentiality obligations with respect to such information.
- 8.3. You agree that the wrongful disclosure of Confidential Information will cause FMI or its other users irreparable injury that is inadequately compensable in monetary damages; accordingly, FMI shall be entitled to injunctive relief in any court of competent jurisdiction against you for the breach or threatened breach of this Section, in addition to any other remedies at law or equity.

9. **INTELLECTUAL PROPERTY RIGHTS.**

- 9.1. The Services are proprietary to FMI and all copyrights and other intellectual property rights in the Services are owned by FMI or by our third-party licensors to the extent permitted under the United States Copyright Act and all international intellectual property laws. You acquire only the right to use the Services and do not acquire any rights, express or implied, in the Services other than those specified in these Terms. FMI shall at all times retain all rights, title, interest, including intellectual property rights, in the Services.
- 9.2. All rights in the product names, company names, trade names, logos, service marks, trade dress, slogans, product packaging, and designs of the Services, belong exclusively to FMI or its licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright

laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied in the Services confers on you any license or right under any patent or trademark of FMI, its affiliates, or any third-party.

- 9.3. Except as expressly authorized in writing by FMI, you shall not (via any means, now known or later discovered or created) reproduce, modify, distribute in any manner (including rent, lease, loan, or sell), mirror, frame, republish, download, transmit, create derivative works of, or remove or modify any copyright or trademark notice or other notice of ownership relating to, the Services of FMI or others, in whole or in part.
- 9.4. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.
- 9.5. If you believe that your copyright, trademark, or privacy right has been infringed, in any way, by Content on the Website, please provide a detailed description of the alleged infringement for further investigation via e-mail to admin@freedommarketinginc.com. FMI's receiving, investigating, or responding to your e-mail shall not constitute FMI's agreement or verification of your claim(s) nor any admission of liability therefor. FMI makes no commitment, covenant, promise, warranty, representation, or guarantee that it will receive, review, investigate, or respond to your claim within any particular time.

10. **DISCLAIMER OF WARRANTIES.** YOU USE THE SERVICES AT YOUR SOLE RISK INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER DAMAGES THAT RESULT FROM USING THE SERVICES INCLUDING COMPUTER VIRUSES. TO THE EXTENT PERMITTED BY LAW, FMI PROVIDES THE SERVICES "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND, AND YOU ASSUME ALL RISKS WHEN DOWNLOADING OR USING THE SERVICES. FMI SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. FMI SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. FMI MAKES NO WARRANTY, REPRESENTATION, COVENANT, OR GUARANTEE WHATSOEVER, EXPRESS OR IMPLIED: (A) AS TO THE VALUE, QUALITY, TIMELINESS, USEFULNESS, RELIABILITY, SECURITY, SUITABILITY, TRUTHFULNESS, OR COMPLETENESS OF THE SERVICES; (B) THAT THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE; (C) THAT THE SERVICES WILL MEET YOUR NEEDS OR EXPECTATIONS; (D) AS TO THE QUALITY OR VALUE OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL YOU OBTAIN VIA THE SERVICES; OR (E) THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

11. **LIMITATION OF LIABILITY.**

- 11.1. IN NO EVENT SHALL FMI BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH SHALL INCLUDE WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY

LOSS, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF FMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

- 11.2. FMI reserves the right, at any time, in FMI's sole and exclusive discretion, to amend, modify, suspend, or terminate the Services, the Website, the Information or the Content, or any part thereof, and/or your use of or access to them, with or without notice, and FMI shall have no liability to you or any other person or entity for any modification, suspension, or termination of the Services, the Website, the Information, the Content, or any part thereof, or any loss of related information.

12. EXPORT RESTRICTIONS.

- 12.1. You agree to comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Services, nor any direct products thereof are (a) exported, directly or indirectly, in violation of Export Laws, or (b) are used for any purpose prohibited by Export Laws.
- 12.2. None of the Services or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into any country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Services, you agree to the foregoing and representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

13. MISCELLANEOUS.

- 13.1. FMI may provide notice(s) to you via e-mail, regular mail, reputable overnight delivery service, or by posting notices or links to notices on the Website.
- 13.2. These Terms and performance hereunder shall be governed by the laws of the United States and the Commonwealth of Massachusetts, excluding (a) that body of law known as conflicts of law, and (b) the United Nations Convention on Contracts for the Sale of Goods; and each party hereto submits to the exclusive jurisdiction of the state or federal courts located in the Commonwealth of Massachusetts.
- 13.3. FMI shall not be liable under these Terms for failure to perform any of its obligations during any period in which it cannot perform due to matters beyond its control, including, but not limited to act of God, strike, fire, flood, natural disaster, war, embargo, or riot.
- 13.4. No joint venture, partnership or employment relationship is established by these Terms. Neither party is the agent, broker, partner, employee, or legal representative of the other for any purpose.

- 13.5. The waiver or failure of FMI to exercise in any respect, any right provided for herein shall not be deemed a waiver of any further right hereunder.
- 13.6. If any provision of these Terms is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is, to the extent necessary, deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.
- 13.7. These Terms constitute the entire agreement and understanding regarding your use of the Services and supersede any prior versions of the Terms. No amendment, addition, deletion, or revision to these Terms shall be valid unless written and signed by an officer of FMI. The headings used herein are for convenience only and shall not control or affect the meaning or construction of any provisions of these Terms.

Freedom Marketing Inc SMS Text Messaging Opt-In Policy

Effective Date: 3-24-25

1. Introduction

By providing your mobile number and opting in to receive SMS text messages from Freedom Marketing Inc. you agree to the terms outlined in this policy.

2. How to Opt In

You can opt into our SMS text messaging service through the following methods:

- **Providing your mobile number to our agent to pay for your advertisement.**

3. Information We Collect

When you opt in, we collect your mobile number and may request additional information to personalize your experience.

4. Purpose of SMS Communications

By subscribing, you agree to receive SMS messages from Freedom Marketing Inc related to the advertisement purchased or the donation agreed upon, promotional offers, order updates, payment reminders.

5. Message Frequency

The number of messages you receive will vary based on your interactions with us. You can expect it once at time of sale and a reminder every 24-48 hours. "up to 5 messages per week".

6. Message and Data Rates

Message and data rates may apply. Please check with your mobile carrier for details.

7. Opt-Out Instructions

You can opt out of receiving SMS messages at any time by replying "STOP" to any message. After opting out, you will receive a confirmation message, and no further messages will be sent unless you opt back in.

8. Help Instructions

For assistance or more information, reply "HELP" to any message, and we will provide support.

9. Terms and Privacy Policy

By subscribing, you agree to our Terms of Service and Privacy Policy. You can access these documents on our website for detailed information on how we handle your data.

10. Consent

By opting in, you consent to receive automated marketing messages from Freedom Marketing at the mobile number provided. Consent is not a condition of purchase.

11. Carrier Disclaimer

Carriers are not liable for delayed or undelivered messages. **Opt-In Confirmation Message:**

"Thank you for subscribing to Freedom Marketing's SMS alerts. You'll receive a payment link and reminders of payments not made. Reply STOP to unsubscribe or HELP for help."

- Users agree to the SMS program when committing to a sale and provide us with their cell phone number.

Opt-In Information: At the point of opt-in, inform users about:

- Freedom Marketing, Inc
- The types of messages they can expect are ad purchase payment link and reminders.
- The frequency of messages is once at time of sale and a reminder every 24-48 hours.
- Message and data rates may apply.
- Full terms and conditions and privacy policy link is <https://freedommarketinginc.com/images/privacy-policy.pdf>
- <https://freedommarketinginc.com/images/terms-of-use.pdf>

Opt-Out Requests: Consumers may opt out of receiving messages by replying "STOP".

Freedom Marketing Inc. does Comply with Timing Restrictions: Avoid sending messages before 8:00 AM or after 9:00 PM local time of the recipient to adhere to legal requirements.

Freedom Marketing Inc Includes Business Identification in Every Message: Clearly identify your business in each message to maintain transparency and trust with your users.

Freedom Marketing Inc regularly reviews and updates our Policies and Terms: Freedom Marketing Inc keeps users informed about any changes to your messaging practices or policies.