



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/13/2025

File ID: 2025-68

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Regroup Software, for city alerts app: text, voice, and email services.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$16,000

Total Cost: \$16,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

RESOLUTION NO. 25- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and Regroup which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville and Regroup,” consisting of thirteen (13) pages with the date of February 13, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 13th day of February 2025.

President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 13th day of February 2025.

Mayor of the City of Huntsville, Alabama

Date: 01/16/2025

Prepared For:

Company: City of Huntsville, AL
 Name: Kelly Schrimsher
 Email: kelly.schrimsher@huntsvilleal.gov
 Phone: 256-427-5006

Prepared By:

Regroup Mass Notification-
 Accounts Receivable
 Prepared by: Maria Figueroa
 Email: ar@regroup.com
 Phone: 917-791-3241

Contract Term: 1 year, paid in full

Contact Count: 200000

A. Product and Pricing Summary

Product	Fee Type	Sale Price	Term	Discount	Total Price
Regroup Annual Subscription	Annual	\$ 20,000	1	-\$ 4,000	\$ 16,000
IPAWS	Included	\$ 0	1	\$ 0	\$ 0
Mapping Option - Geo targeted messaging	Included	\$ 0	1	\$ 0	\$ 0
NOAA	Included	\$ 0	1	\$ 0	\$ 0
Post Auto Translation	Included	\$ 0	1	\$ 0	\$ 0
Regroup Mobile - End User	Included	\$ 0	1	\$ 0	\$ 0
Regroup Mobile - Manager	Included	\$ 0	1	\$ 0	\$ 0
Resident Data Integration	Included	\$ 0	1	\$ 0	\$ 0

Total Proposal: \$ 16,000

B. Terms

- Initial Term: The Initial Term shall be one (1) year following the effective date.
- Effective Date: 2025-01-31

Ba. Renewal Terms

- At the end of the current agreement, Regroup will provide the City of Huntsville, AL with an option to renew subscription on an annual basis at a mutually agreed upon cost. The notice will be provided 90 days prior to the expiration of the current agreement.

Bb. Contacts & Messages

1. SMS and TTS messaging shall be limited to 3,000,000 total messages annually. Regroup will charge for added messages exceeding the actual messages included in your Membership. Regroup will notify you of usage overages before invoicing for the overage.
2. With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

C. Payment Terms

1. All initial and subsequent payments shall be due net 30 days. Unless otherwise specified, all dollars (\$) are United States currency.
2. Late payments may incur a 1.5% penalty.
3. City of Huntsville, AL shall be invoiced for amounts due in respect to the Initial Term upon execution of this Subscription Agreement

D. Acceptance and Authorization

The terms and conditions of the Regroup Terms of Use and Privacy Policy, which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer: City of Huntsville, AL

Accepted by: Regroup

Signature _____

Signature: Chris Utah

Name: _____

Name: Chris Utah

Title: _____

Title: COO

Date: _____

Date: 02/06/2025



Regroup Terms of Use

Dais, Inc., a Delaware corporation, dba Regroup ("Regroup" or "we") is an information and messaging service that allows Members to search for information, create information, join groups, and message those groups through Regroup's cloud-based platform ("Regroup Platform"). The services offered by Regroup include any Regroup-branded URL (the "Website"), Regroup mobile services, Regroup messages (e-mail or otherwise), and any other features, content, applications and services offered from time to time on or through the Website or otherwise by Regroup, including without limitation the Regroup Platform (collectively, the "Services").

These Terms of Use ("Terms of Use") set forth the legally binding terms for your use of the Services. If you do not agree with these Terms of Use, your choice is not to use our Services. By using the Services, you agree to be bound by these Terms of Use, Regroup's Privacy Policy found [here](#), incorporated herein by reference, and the terms and conditions set forth in any Regroup registration or order form, whether you are a "Visitor" (which means that you access or use the Services but do not have a paid subscription with Regroup) or a "Member" (which means that you have a paid subscription with Regroup). The terms "User" and "you" refer to a Visitor or a Member.

In order to use or participate in certain Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions from Regroup. Unless otherwise provided by the additional terms and conditions applicable to the Services in which you choose to participate, those additional terms are hereby incorporated into these Terms of Use.

Regroup may modify these Terms of Use from time to time and such modification shall be effective upon posting by Regroup on the Website. Your continued use of the Services after Regroup makes changes is deemed to be acceptance of those changes, so please check these Terms of Use periodically for updates.

Please choose carefully the information you post on or through the Services and that you provide to other Users. Your User Contributions may not include any form of prohibited content, as outlined below. Despite this prohibition, information, materials, products or services provided by other Members (for instance, in their profile) may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Use, and Regroup assumes no responsibility or liability for this material. If you become aware of misuse of the Services by any person.

Regroup reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. Regroup expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Services if Regroup determines, in its sole discretion, that you have violated these Terms of Use or pose a threat to Regroup and/or its Users.

1. Accessing the Services and Account Security

Regroup reserves the right to withdraw or amend the Services, in its sole discretion without notice. Regroup will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the



entire Service, to Users.

You are responsible for: (a) making all arrangements necessary for you to have access to the Services; and (b) ensuring that all persons who access the Services through your internet connection are aware of these Terms of Use and comply with them.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide to Regroup is correct, current and complete. You agree that all information you provide to register with the Services or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

2. Eligibility

Use of the Services and registration for the Services ("Membership") is void where prohibited. By using the Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are of a legal age to form a binding contract with Regroup; and (d) your use of the Services does not violate any applicable law or regulation. If you do not meet all of these requirements, you must not access or use the Services. Your profile may be deleted and your Membership may be terminated without warning, if Regroup believes that you do not meet any of the foregoing requirements.

3. Fees

3.1 Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable ("Fees"). All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for all Fees during your entire Membership term, whether or not the Service is actively used. You must provide Regroup payment in advance as a condition to implementation beginning. The Fee for additional licenses will be the then current, generally applicable Fee. Regroup reserves the right to modify its Fees and to introduce new charges at any time. However, Regroup may not modify its Fees for Services for which payment has already been rendered. All pricing terms are confidential, and you agree not to disclose them to any third party unless required by law.

3.2 Billing and Renewal

Regroup charges and collects in advance the Fees for use of the Service from the Invoice date,



and on each Membership renewal, until cancellation. Regroup will automatically renew and issue an invoice to you each year on the subsequent anniversary for Memberships. The Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Regroup's income.

You agree to provide Regroup with complete and accurate billing and contact information. This information includes your legal name, street address, e-mail address, and name and telephone number of an authorized billing contact.

Payment is due within 21 days of the invoice date.

3.3 Overages

Regroup reserves the right to charge any applicable overage Fees if you exceed the maximum usage allowed by your plan in any given month. For the next month, you may be automatically charged for such higher usage, or we may require that you upgrade to a new Membership (which may require you to enter into a signed agreement with Regroup). With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

3.4 Additional Fees

We may revise Fees at any time, or impose additional fees or charges. Unless otherwise expressly stated in writing, any discounts applied to a previous Membership period do not apply to a renewed Membership period, including to any automatic renewals.

If you believe your bill is incorrect, you must contact us in writing (including email) within 7 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

3.5 Audit

You grant Regroup the right to audit your systems and usage in order to verify your compliance with the terms of this Agreement.

4. Non-Payment and Suspension

In addition to any other rights granted to Regroup herein, Regroup reserves the right to suspend or terminate these Terms of Use, your Membership and your access to the Service if your account becomes delinquent. Delinquent invoices 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. You will continue to be charged during any period of suspension. If you or Regroup initiates termination of these Terms of Use, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above.

5. Limited License

5.1 Regroup Platform

Subject to the terms and conditions of these Terms of Use, during the period you have a valid Membership with Regroup, Regroup grants you, and you agree to comply with, a non-sublicensable, non-transferable, non-exclusive, revocable, limited license to use the Regroup Platform and the proprietary documentation generally made available by Regroup to you on or through the Services ("Documentation"), solely for your own purposes.

5.2 Ownership

As between you and Regroup, Regroup owns all rights and interest to any and all patents, copyrights, moral rights, trade secrets, trademarks, service marks, publicity rights and other proprietary rights (whether or not perfected or perfectible and whether or not now known or hereafter discovered) ("Intellectual Property Rights") in and to the Services. Nothing in these Terms of Use grants you any rights whatsoever in or relating to source code. All ownership rights, title, and Intellectual Property Rights in and to the Services shall remain in Regroup and/or its licensors. Other than as expressly granted herein, Regroup does not grant you any other rights to the Services. You agree that Regroup has the right to change, modify, add to or discontinue or retire any aspect or feature of the Services at any time. Regroup has no obligation to give you notice of any changes. From time to time, Regroup may, but is under no obligation to, release upgrades, fixes or new versions of the Services, although these upgrades may not be consistent across all platforms and devices. All such upgrades, fixes or new versions shall be considered part of the Services subject to the terms of these Terms of Use, unless we provide different terms at the time of release.

5.3 Restrictions

You agree not to, or to allow others to: (a) adapt, alter, modify, decompile, translate, make derivative works, disassemble, or reverse engineer the Services, including without limitation, the source code and any other underlying ideas or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction or where in accordance with the API terms of service); (b) copy the Services; (c) transfer, sublicense, loan, sell, lease, use for timesharing or service bureau purposes, or otherwise commercially use or exploit the Services; (d) use the Services in violation of any applicable regulation or law; (e) ship, divert, trans-ship, transfer, export or re-export any Services or any component thereof into any country or use it in any manner prohibited by any export control laws, restrictions, or regulations administered by the U.S. Commerce Department's Bureau of Export Administration, the U.S. Department of Treasury's Office of Foreign Assets Control or any other applicable government agency, (f) use or attempt to use the Services for competitive analysis or benchmarking of the Services, or to develop a competitive service or directly compete with the Services; (g) to store or transfer any tortious, illegal or infringing materials, (h) use or attempt to use the Services, or provide us with any data, in violation of any third-party rights of any kind, including without limitation any privacy, intellectual property, confidentiality or contractual rights, or (i) to transfer any viruses, worms, trojans or other items of a similarly destructive nature.

You shall use no less than industry standard security measures with respect to its access and use of the Services. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, hardware, server, software, operating system, networking, communication services, web and hosted services and platforms, and any platforms, networks, services and/or websites where it distributes and runs its services and applications.

You agree to:

- use the Services for lawful purposes only and in compliance with any policies posted to the Website or otherwise conveyed to you by Regroup;
- not use the Services in a way that prevents or inhibits another User from enjoying the Services;
- not obtain the communications protocol for accessing the Services;
- not remove, obscure or alter any notices or indications of any Intellectual Property Rights, any trade names, trademarks, service marks, logos, trade dress, and any other distinctive or proprietary symbols, labels, designs or designations ("Branding"), or any electronic

notices;

- not interfere with, or attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the Service servers; and
- not to challenge or assist others to challenge our rights in the Branding, or our Intellectual Property Rights or registration or applications thereof.

You agree to promptly notify Regroup of any violation of this section, or otherwise of these Terms of Use.

6. Confidential Information

"Confidential Information" means: (a) the Services; and (b) any Regroup business or technical information that is disclosed to you in connection with these Terms of Use, including without limitation any information relating to Regroup's plans, designs, costs, prices, finances, marketing plans, business opportunities, personnel or research and development. You will maintain all Confidential Information in strict confidence and will not disclose Confidential Information to any third party, except as required by law. You will not use Confidential Information, except as necessary for your performance of these Terms of Use.

You agree that any material breach of this section will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of this section in addition to any other relief to which Regroup may be entitled.

7. Maintenance

The Services, including without limitation the Regroup Platform, and any updates, are deemed accepted by User. Regroup is not obligated to provide maintenance, technical support or updates to User for the Services. Any maintenance or updates provided by Regroup, if any, shall be covered by these Terms of Use. User shall bear all costs of using the Services, including but not limited to, software design, software development, application debugging, application testing and network connectivity.

8. User Contributions

8.1 User Contributions

The Services allow Users to send notification messages, and may also contain other interactive features (collectively, "Interactive Services") that allow Users to post, submit, publish, display, send or transmit to other Users or persons (hereinafter, "post") content, materials or notifications, including without limitation emergency notifications (collectively, "User Contributions") on or through the Services.

All User Contributions must comply with the content standards set out in these Terms of Use.

Any User Contribution you provide on the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that: (i) you own or control all rights in and to the User Contributions posted by you on or through the Services and have the right to grant the license granted above to Regroup and its affiliates and service providers, and each of their and our respective licensees, successors and assigns, and (ii) all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Regroup, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

Regroup is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Services.

8.2 Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contribution for any reason or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Services or the public or could create liability for Regroup.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation any violation of these Terms of Use.

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

Regroup does not undertake to review any User Contribution before it is posted on the Services, and cannot ensure prompt removal of any objectionable User Contribution after it has been posted. Accordingly, Regroup assumes no liability for any action or inaction regarding transmissions, communications or content of any User Contribution provided by any User or third party. Regroup has no liability or responsibility to you or any third party for performance or nonperformance of the activities set forth in this section.

8.3 Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property

or other rights of any other person.

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- Solicit personal information from anyone under 18.
- Publicly post information that poses or creates a privacy or security risk to any person.
- Involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, or "spamming."
- Contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page).
- Solicit passwords or personal identifying information for commercial or unlawful purposes from other Users.
- Include a photograph or video of another person that you have posted without that person's consent.

8.4 Copyright Infringement

If you believe that any User Contributions violate your copyright, please send us a notice of the copyright infringement. It is the policy of Regroup to terminate the User accounts of repeat infringers.

8.5 Reliance on Information Posted

The information presented on or through the Service is made available solely for general information purposes. Regroup does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. Regroup disclaims all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include User Contributions. All statements and/or opinions expressed in these User Contributions, and all articles and responses to questions and other content, other than the content provided by Regroup, are solely the opinions and the responsibility of the person or entity providing those User Contributions. The User Contributions do not necessarily reflect the opinion of Regroup. Regroup is not responsible, or liable to you or any third party,

for the content or accuracy of any User Contributions provided by any third parties.

9. Member Disputes

You are solely responsible for your interactions with other Members, including without limitation any User Contributions provided by you. Regroup reserves the right, but has no obligation, to become involved in any way with disputes between you and other Users.

10. Privacy

All information we collect on the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

11. Disclaimers of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER REGROUP NOR ANY PERSON ASSOCIATED WITH REGROUP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER REGROUP NOR ANYONE ASSOCIATED WITH REGROUP REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

REGROUP HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Limitation on Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL REGROUP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RELATED TO OR ARISING FROM

YOUR USE, MISUSE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM YOUR USE OF THE SERVICES, UNAUTHORIZED ACCESS TO OUR SERVERS, SERVER UNAVAILABILITY AND ANY PERSONAL INFORMATION STORED THEREIN, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, DATA PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED, TO CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE AND WHETHER OR NOT REGROUP WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (II) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES OR DESTRUCTIVE PROPERTIES OF THE SERVICE. IN NO EVENT SHALL REGROUP'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED THE TOTAL SUM OF MONIES PAID FROM YOU TO US AS CONSIDERATION FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

13. Disputes

13.1 Governing Law; Waiver

These Terms of Use shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to its conflict of law provisions. You and Regroup agree to submit to the exclusive jurisdiction of the courts located within the State of Texas to resolve any dispute arising out of these Terms of Use or the Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF USE. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THESE TERMS OF USE.

13.2 Arbitration

At Regroup's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

14. Termination

For Visitors, we may terminate these Terms of Use at any time, in whole or in part, for any reason, with or without notice. You may terminate these Terms of Use at any time by: (a) providing us with written notice; and (b) discontinuing your use of the Services and removing all Services from your website, application or service and destroying all other parts of the Service and Regroup Confidential Information in your possession.

For Users with a Membership, you may terminate these Terms of Use effective as of the end of the then-current Membership period by providing us with at least ninety (90) days' written notice prior to the expiration of your then-current subscription term. Once you are under a Membership, Regroup may terminate these Terms of Use at any time, in whole or in part, for any reason upon providing you with written notice.

Following any expiration, cancellation or termination of these Terms of Use, for any reason, the

rights, license and any other services provided by us to you or granted herein to Member, shall immediately and automatically terminate, and Member shall no longer have the right to use or distribute the Services in any manner, network access to the Services will be stopped and Member shall immediately (a) pay all outstanding balances and (b) cease all use of the Services and remove all Services from all websites, applications or services, and destroy all other parts of the Services and Confidential Information in your possession. The following sections will survive any expiration or termination of this Agreement: Section 3 (with respect to any outstanding Fees and their collection), Section 4, (Non-Payment and Suspension), Section 5.2 (Ownership), Section 5.3 (Restrictions), Section 6 (Confidential Information), Section 8 (User Contributions), Section 9 (Member Disputes), Section 11 (Disclaimer of Warranties) through Section 17 (Miscellaneous), in addition to any other provisions which by their terms or sense are intended to survive.

We also may permanently or temporarily terminate, suspend or limit your usage, or otherwise refuse to permit your use of the Services without notice or liability, if in our sole determination, you violate these Terms of Use or the Privacy Policy, or in cases of emergency or to prevent violations of law or harm to Regroup or others. Termination of these Terms of Use, any license, or your access to the Services, shall not limit us from pursuing other remedies available to us against you, including, but not limited to, injunctive relief.

15. Miscellaneous

15.1 Trade Names and Trademarks

You hereby grant Regroup a non-exclusive, royalty free license to use your trade names, logos, and trademarks in Regroup's marketing, advertising, literature and websites solely for the purpose of promoting Regroup goods and services.

15.2 Non-disparagement.

You agree and covenant that you shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, false, disparaging, or negative remarks, comments, or statements concerning Regroup or its businesses, or any of its employees, officers, or directors, and its existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future. This Section does not, in any way, restrict or impede you from exercising protected rights to the extent that these rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. You shall provide written notice of any such order to Regroup within 48 hours of receipt.

15.3 Entire Agreement

These Terms of Use are accepted upon your use of the Services and is further affirmed by you becoming a Member. These Terms of Use constitute the entire agreement between you and Regroup regarding the use of the Services. The failure of Regroup to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. Regroup is a trademark of Dais, Inc. These Terms of Use operate to the fullest extent permissible by law. If any provision of these Terms of Use are unlawful, void or unenforceable, that provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.



15.4 Assignment

You may not assign, delegate, or otherwise transfer your rights or delegate your obligations under these Terms of Use, in whole or in part, and any attempted assignment by you shall be null and void. Regroup may assign, delegate or transfer these Terms of Use, its rights and obligations in its sole discretion.

15.5 Force Majeure

If either party's performance of any of its obligations hereunder is delayed by labor dispute, war, governmental action, flood, fire, explosion or other act of nature or any other matter not within such party's reasonable control, then the date for performance shall be extended by the time of such delay; provided, however, that the party subjected thereto shall pursue with reasonable diligence the avoidance or removal of such delay if reasonably feasible.

15.6 Costs and Expenses

Except as otherwise provided for in these Terms of Use, each party shall be responsible for and will bear all costs and expenses incurred by it in connection with the performance of its obligations under these Terms of Use.

15.7 Your Comments and Concerns

If you would like to communicate with us about these Terms of Use or the Services, please contact Regroup at:

Mail:

Regroup

709 Noe Street

San Francisco, CA 94114

Email: support@regroup.com