

UNITED BIZCONTROL TERMS AND CONDITIONS

Last Updated: April 29, 2024

These United BizControl Terms and Conditions (the “Terms”) contain the terms and conditions upon which United Telephone Company, a Tennessee corporation doing business as United Communications (“United,” “we,” and “us”) provides access to and use of the United BizControl mobile application as accessed or downloaded on an Authorized User’s smartphone or digital device (the “Application”). The Application is provided to customers of United pursuant to a Service Agreement between United and such customer (“Customer”) and users who have been authorized by such Customer to use the Application on behalf of such Customer (“Authorized User,” “You,” and “Your”).

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE APPLICATION. YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS HAVE THE SAME FORCE AND EFFECT AS IF IT WERE EXECUTED IN A WRITTEN DOCUMENT BY YOU AND UNITED.

You are solely responsible for Your compliance with the foregoing, these Terms and any other agreement between You and any Customer. United may update or modify these Terms at any time, by posting the updated version including the effective date of the updated version. Please review these Terms periodically for any updates or changes.

IF YOU ARE ACTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS OF USE, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF USE, THEN YOU HAVE NO RIGHT TO, AND SHALL NOT, ACCESS OR USE THE APPLICATION.

BY CLICKING THE “AGREE” BUTTON OR ACCESSING OR USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; (C) REPRESENT THAT YOU HAVE BEEN PROVIDED ACCESS TO THIS APPLICATION BY A CURRENT CUSTOMER OF UNITED AND ARE AN AUTHORIZED USER OF SUCH CUSTOMER OF THE APPLICATION; AND (D) ACCEPT THESE TERMS ON BEHALF OF YOU AND CUSTOMER AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS, INCLUDING WITHOUT LIMITATION CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, ARBITRATION, AND CHOICE OF TENNESSEE LAW.

THESE TERMS ARE ALSO SUBJECT TO THE FOLLOWING: (1) ALL APPLICABLE TARIFFS FILED WITH THE FEDERAL COMMUNICATIONS COMMISSION (“FCC”) OR TENNESSEE PUBLIC UTILITIES COMMISSION; (2) THE TERMS OF ANY PROMOTION THAT YOU ACCEPT; (3) [UNITED’S ACCEPTABLE USE POLICY](#); (4) [UNITED’S PRIVACY POLICY](#); (5) [UNITED’S GENERAL TERMS AND CONDITIONS](#); AND (6) THE SERVICE AGREEMENT. IN THE EVENT OF A CONFLICT, THE GENERAL TERMS AND CONDITIONS SHALL CONTROL OVER ANY CONFLICTING PROVISIONS IN THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, CLICK “DECLINE” BELOW AND DO NOT USE THE APPLICATION.

1. GRANT OF LICENSE; ACCESS AND USE OF THE APPLICATION

Subject to the terms contained in these Terms and Your compliance therewith, United grants You a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable license to use the Application solely for Customer’s internal business purposes, strictly in accordance with the Application’s documentation.

The Application is proprietary to United and/or its licensors. All rights, title and interests in and to the Application and all copyrights, trade secret rights, patents, trademarks and any other intellectual property or

proprietary rights in and to the Application shall at all times remain the exclusive property of United and/or its licensors. All rights not expressly granted under these Terms are reserved by United.

2. RESTRICTIONS

You shall not, and You shall not permit others to:

- (a) use, copy, adapt, modify, prepare derivative works based upon, distribute, license, rent, lease, lend, sell, assign, transfer, publicly display, publicly perform, publish, transmit, stream, broadcast or otherwise exploit the Application, except as expressly permitted in these Terms;
- (b) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (c) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application;
- (d) post, upload, publish, submit or transmit any content that: (i) You do not have a right to make available under any law or under contractual or fiduciary relationships; (ii) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral or other intellectual property rights, or rights of publicity or privacy; (iii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iv) is fraudulent, false, misleading or deceptive; (v) is defamatory, obscene, pornographic, vulgar or offensive; (vi) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vii) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (viii) promotes illegal or harmful activities or substances;
- (e) access, tamper with or use non-public areas of the Application, United's computer systems, or the technical delivery systems of United's providers;
- (f) impersonate or misrepresent Your affiliation with any person or entity; or
- (g) use the Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.

You acknowledge that United has no obligation to monitor Your access to or use of the Application but has the right to do so for the purpose of operating the Application, to ensure Your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. United reserves the right, at any time and without prior notice, to remove or disable access to any content that United, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Application.

Notwithstanding the terms of Section 17, You agree that in the event of an actual or threatened breach of these Terms by You, United will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

3. PRIVACY; COMPLIANCE WITH LAWS

You agree to use the Application in compliance with all applicable federal, state, and local laws, rules, and regulations. In receiving from or providing to United or its representatives any information, including but not

limited to personal information, You warrant that (a) You are providing or obtaining only Your own information or the information of others which You are authorized to provide to third parties and/or obtain from third parties on their behalf; and (b) the use of such information by United and its representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties. Furthermore, You agree that United assumes no responsibility for the content You submit or make available through the Application.

You acknowledge that when you download, install, or use the Application, United may collect information about your mobile device and about your use of the Application, and You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality (collectively, "User Information"). All information we collect through or in connection with this Application is subject to our [Privacy Policy](#). You grant to United a non-exclusive, worldwide, perpetual, irrevocable, full-paid, royalty-free, sublicensable, and transferable license under any and all intellectual property rights that You own or control to use, copy, modify, create derivative works based upon, and otherwise exploit the User Information for any purpose.

You acknowledge that You may provide personal or other information to Your internet services provider and other third parties, that may be displayed by United on the Application through your use of the Application. The provision of this information by you to these third parties may be subject to such third parties' terms and conditions. United does not assume and will not have any liability or responsibility to you or any other person or entity for such information. The Application may display, include, or make available content (including data, information, applications, and other products, services, and/or materials) from your internet service provider including data based on your service selections, instructions and/or consent to your internet service provider.

4. SECURITY

The Application will use information provided under Your Service Agreement to establish your account. Additionally, You are required to provide and maintain a valid, working email address and password to access and use the Application (collectively, Your "Credentials"). You shall (a) maintain the strict confidentiality of Your Credentials, (b) not allow another person to use Your Credentials to access the Application, (c) be responsible for any and all damages or losses that may be incurred or suffered as a result of any activities that occur under Your Credentials. You agree to immediately notify United in writing of any unauthorized use of Your Credentials or any other breach of security. United is not and shall not be liable for any harm arising from or relating to the theft of Your Credentials, Your disclosure of Your Credentials or the use of Your Credentials by another person or entity.

5. FEEDBACK

United may provide You with a mechanism to provide feedback, suggestions and ideas, if You choose, about its products and services ("Feedback"). You agree that United may, in its sole discretion, use the Feedback You provide to United in any way, including in future modifications of the Application or in other United products or services. You hereby grant United a perpetual, worldwide, irrevocable, fully-paid, royalty-free, sublicenseable and transferable license to use, modify, create derivative works from, distribute, display, and otherwise exploit the Feedback for any purpose.

6. UPDATES

United may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that United has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should You fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to these Terms.

7. THIRD-PARTY MATERIALS

The Application may display, include or make available third-party content or provide links to third-party websites or services (collectively, "Third-Party Materials"). You acknowledge and agree that United is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. United does not assume and will not have any liability or responsibility to You or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to You, and You access and use them at entirely at Your own risk and subject to such third parties' terms and conditions.

8. TERM AND TERMINATION

The term of these Terms and the license granted hereunder will commence on the date You indicate Your acceptance of these Terms and will continue until the earlier of: (a) You stop using and delete the Application;(b) Your rights to use the Application are terminated by Customer revoking Your authorization; or (c) termination by United as described below. If the underlying Service Agreement between Customer and United is terminated, these Terms will immediately and automatically terminate without any notice.

United may terminate these Terms at any time without notice. In addition, these Terms will terminate immediately and automatically without any notice if You violate any of the terms and conditions of these Terms. Upon termination, all rights granted to You under these Terms will also terminate, and You must cease all use of the Application and delete all copies of the Application from Your device and/or account. *Sections 2 (Restrictions), 3 (Privacy), 5 (Feedback), 7 (Third-Party Materials), 8 (Term and Termination), 9 (Exclusion of Other Warranties), 10 (Disclaimer), 11 (Limitation of Liability), 12 (Indemnity), 15 (Severability), 16 (Governing Law), 17 (Arbitration), 18 (Limitation on Actions), 19 (Entire Agreement), 21 (Waiver)*, and any payment obligations incurred by You prior to the effective date of termination shall survive the termination of these Terms. Termination will not limit any of United's rights or remedies at law or in equity.

9. EXCLUSION OF OTHER WARRANTIES

No employee, agent, representative or affiliate of United has authority to bind United to any oral representations or warranty concerning the Application. Any written representation or warranty not expressly contained in these Terms will not be enforceable.

10. DISCLAIMER

UNITED IS LICENSING THE APPLICATION TO YOU "AS IS." UNITED MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE APPLICATION OR ANY UPDATES THERETO, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THESE TERMS. UNITED EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RESULTS, WORKMANLIKE EFFORT, COURSE OF DEALING AND TITLE, AND NONINFRINGEMENT WITH RESPECT TO THE APPLICATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UCC WILL BE CONFERRED ON YOU UNLESS EXPRESSLY GRANTED HEREIN. UNITED MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT: (A) THE APPLICATION OR ANY THIRD- PARTY MATERIALS CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR VIRUS-FREE BASIS; (B) THE CONTENT, FORMS AND INFORMATION PROVIDED ON OR THROUGH THE APPLICATION WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APPLICATION WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF THE APPLICATION OR OTHER INFORMATION OR MATERIALS OBTAINED BY YOU THROUGH THE APPLICATION WILL MEET YOUR EXPECTATIONS; OR (E) THAT DEFECTS, IF ANY, WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

11. LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL UNITED OR ANY OF ITS THIRD-PARTY PROVIDERS, LICENSORS, OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INCREASED OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE APPLICATION, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM PERSONAL INJURY, PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION, OR LOSS OF USE, DATA, BUSINESS, INCOME OR PROFITS, WHETHER OR NOT UNITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY.

UNDER NO CIRCUMSTANCES WILL UNITED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE APPLICATION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WHETHER INCURRED WITH RESPECT TO ONE CLAIM, OR CUMULATIVELY INCURRED FROM MULTIPLE RELATED OR UNRELATED CLAIMS ARISING IN CONNECTION WITH THESE TERMS OR THE APPLICATION, EXCEED ONE HUNDRED DOLLARS (\$100.00 USD).

THE FOREGOING LIMITATIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN UNITED AND YOU AND WILL APPLY WHETHER ANY SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR UNITED WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

12. INDEMNITY

You agree to indemnify, defend and hold harmless United and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to Your use or misuse of the Application or Your breach of these Terms, including but not limited to any claims arising in connection with the content You submit or make available through the Application.

13. ADDITIONAL TERMS FOR USERS WHO DOWNLOAD THE APPLICATION THROUGH THE APPLE STORE

The following additional terms apply to You if You download the Application through the Apple Store:

- (a) These Terms are applicable between You and United, but not Apple, Inc. ("Apple"). United, not Apple, offers the Application to You, and Apple has no responsibility to You for any use of, or information related to, the Application, and these Terms.
- (b) You may only use the Application on an Apple device that You own or control and as permitted by the App Store Terms of Service.

- (c) Apple has no obligation to provide maintenance and support services with respect to the Application, as used on Your iPhone, iPad, or iPod touch devices. In the event of any failure of the Application to conform with any applicable warranty, You may notify Apple regarding a refund of Your purchase price of the Application through the Apple Store.
- (d) Should You have any claim, whether Your claim or whether a third-party claim has been filed against You, relating to Your use of the Application, Apple shall have no responsibility to You.
- (e) You may delete Your account by calling 1-800-779-2227 or calling your United business representative. Your deletion of Your account will remove the account from United's records, along with any data associated with Your account, except for the data that United is legally required to maintain under applicable law.

You and United hereby acknowledge and agree that Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon Your acceptance of these Terms, Apple, as a third-party beneficiary, will receive (and otherwise shall be deemed to have received) the right to enforce these Terms against You.

14. ADDITIONAL TERMS FOR USERS WHO DOWNLOAD THE APPLICATION THROUGH GOOGLE PLAY

The following additional terms apply to You if You download the Application through Google Play:

- (a) These Terms are applicable between You and United, but not Google, Inc. ("Google"). United, not Google, offers the Application to You, and Google has no responsibility to You for any use of, or information related to, the Application and these Terms.
- (b) Google shall not be responsible to You for maintenance of the Application. Google shall not be responsible to You for any complaints You have regarding the Application, as used on Your Android device.

In compliance with Google Play's User Data Policy, United has completed a Data safety form, which details how United collects and shares Your data. United's Data safety form is displayed on United's Google Play listing. By downloading the Application through Google Play, You agree that You have read, understood, and agreed to be bound by United's Data safety form. If You do not agree to be so bound, please do not access or use the Application.

15. SEVERABILITY

If any provision of these Terms is illegal or unenforceable under applicable law, the remainder of the provision will be deemed amended to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.

16. GOVERNING LAW

These Terms are governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.

17. ARBITRATION

You agree that any dispute arising out of or relating in any way to Your use of the Application requires that such claim be resolved exclusively by confidential, binding arbitration. Any and all dispute, claims or controversies arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration held in Nashville, Tennessee before one neutral arbitrator. The arbitration proceedings shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, which are

incorporated herein by reference, as may be modified by the provisions in this Section. The arbitration and proceedings shall be confidential. Either party may file pre-hearing motions directed at the legal sufficiency of a claim or defense equivalent to a demurrer or summary judgment prior to the arbitration hearing. The arbitrator will issue a detailed written decision and award, resolving the dispute. The arbitrator's written opinion and award shall decide all issues submitted and set forth the legal principles supporting each part of the opinion, and shall be final and binding upon the parties. The arbitrator shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief the arbitrator deems just and equitable and within the scope of this arbitration agreement, including an injunction or order for specific performance. The arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration. Judgment on the arbitral award may be entered in any court of competent jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR THE APPLICATION AND ANY AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO THESE TERMS, THE APPLICATION, OR ANY OF THE SUBJECT MATTER CONTEMPLATED HEREIN.

18. LIMITATION ON ACTIONS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19. ENTIRE AGREEMENT

These Terms, the Service Agreement, the terms of any promotion that you accept, United's Acceptable Use Policy, United's Privacy Policy, and United's General Terms and Conditions constitute the entire agreement between You and United with respect to the Application and supersede all previous communications, representations, understandings and agreements, either oral or written, with respect to the Application, and other subject matter covered by these Terms.

20. EXPORT REGULATION

The Application may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You may not use the Application outside the US and shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible outside the US.

21. WAIVER

No failure or delay by United in exercising any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

22. CONTACT INFORMATION

If You have any questions about these Terms, United's practices, or dealings with the Application, please contact us through one of the methods below:

Mail: United Communications
120 Taylor Street,
Chapel Hill, TN 37034

Phone: 1-800-779-2227

Email: united@united.net

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