FONALITY TERMS OF SERVICE HUD MOBILE

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Customer Account, Password, and Security
You are entirely responsible for monitoring the activity and maintaining the confidentiality of you and your end users’ HUD Mobile use, account, password(s) and security. You agree to notify Fonality immediately of any unauthorized use of the Fonality HUD Mobile application or any other related breach of security. Fonality will not be liable for any loss that is incurred by you or your end user as a result of someone else using your HUD Mobile application, whether yours or your end users. However, you may be held liable for losses incurred by Fonality or another party due to someone else using your account or password.

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**Electronic Communications**

By using the Fonality HUD Mobile application, you and your end users consent to receiving electronic communications and notices from Fonality. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

**DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

IN ADDITION TO THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY DESCRIBED IN THE AGREEMENT, FONALITY PROVIDES NO WARRANTY AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, AGGRAVATED, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE FONALITY HUD MOBILE APPLICATION WHATSOEVER, INCLUDING SIMILAR DAMAGES RESULTING FROM CUSTOMER’S (YOU OR YOUR END USERS) DEVICE, OPERATING SYSTEM OR CUSTOMER’S (YOU OR YOUR END USERS) INABILITY TO ACCESS SUFFICIENT BANDWIDTH AND/OR TELECOMMUNICATIONS CONNECTIVITY.

**INDEMNIFICATION**

EXCEPT FOR CLAIMS ARISING OUT OF FONALITY’S BREACH(ES) OF SPECIFIC REPRESENTATIONS AND WARRANTIES MADE TO YOU BY US REGARDING FONALITY HUD MOBILE, YOU AGREE TO INDEMNIFY AND HOLD FONALITY, AND ITS SUBSIDIARIES AND AFFILIATES, AND ALL OFFICERS, DIRECTORS, AND EMPLOYEES THEREOF, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, GRANTS, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO DATA CHARGES OR OTHER MOBILE DEVICE CHARGES AND REASONABLE ATTORNEYS’ FEES (COLLECTIVELY, “CLAIMS”), ARISING OUT OF ANY USE OF FONALITY HUD MOBILE BY YOU, ANY PARTY RELATED TO YOU, YOUR EMPLOYEES AND CONTRACTORS, AND/OR ANY OTHER END USERS (INDIVIDUALLY AND COLLECTIVELY KNOWN AS “CUSTOMER PARTY(IES)”) ACCESSING FONALITY HUD MOBILE THROUGH YOUR AGREEMENT WITH FONALITY. FURTHER, YOU AGREE TO INDEMNIFY FONALITY FOR ANY CLAIM FONALITY MAY INCUR CAUSED BY A CUSTOMER PARTY ACTING IN A MANNER THAT IS NOT EXPRESSLY
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MODIFICATIONS
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