Act! Terms of Service

Updated January 19, 2026 | Looking for an older version?

These TERMS OF SERVICE (this "Agreement") is made between Act! LLC, an Arizona limited liability company, operating as Act! LLC ("Act!") and you, or, if you represent an entity or other organization, that entity or organization (in either case "You").

Act! provides certain contact management and emarketing services known as Act! CRM (including Act! Premium, Act! Premium Cloud, Act! Advantage, Act! Mobile, Act! Growth Suite Desktop, and InboxGuru (the "Services") through the web site located at appus.act.com and inbox.guru and such other sites as may be designated by Act! (collectively, the "Site"). All access to and use of the Services available through the Site is subject to the terms of this Agreement. If You have placed or later place an order (whether through the Site, by email, phone or otherwise) with Act! (Your "Order") seeking to access and use certain of the Services and if Act! accepts that Order, then Your access to and use of the Services is also subject to the terms of that Order.

In addition to the terms of this Agreement and any accepted Order, Your access to and use of the Site and Services is subject to Act! current policies relating to the Site and Services, including, without limitation, the Act! Privacy Policy at, https://www.act.com/legal/privacy-policy/ and Anti-Spam Policy at, https://www.act.com/legal/anti-spam-policy/ available on www.act.com. Additionally, the Services are hosted by third-party providers. The relevant third party service is Amazon Web Services and the relevant policy is Amazon's Acceptable Use Policy at, https://aws.amazon.com/aup/. You are responsible for compliance with these policies and all other Act! policies applicable to the access and use of the Services posted to the Site or provided through Services.

IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, ACT! IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE SITE OR SERVICES AND YOU MUST NOT ACCESS OR USE THE SITE OR SERVICES. IF YOU ACCESS OR USE THE SITE OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND AGREE TO BE BOUND BY THIS AGREEMENT.

This Agreement is entered into by You at your first Order submission relating to the Services or the first access or use of the Services or a Site whichever is the earlier date (the "Effective Date").

1. Definitions. Terms used in this Agreement will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English meaning (as commonly interpreted in the United States). The English language will control with respect to the construction and interpretation of this Agreement. Any version of this Agreement in a language other than English is provided as a convenience. The English language version of this Agreement will govern and control over any such other version of this Agreement in all respects.

2. Eligibility. The Services are not available to individuals under the age of 18 or who do not meet any of the other qualifications included in this Agreement.

3. Modifications to the Site and Services. Act! reserves the right, at any time, to modify the Site, Services or this Agreement, by making such modification available on the Site or by providing other notice to You. Any modification will be effective immediately upon posting on the Site or such other notice. As applicable, You will be deemed to have agreed to such modification through Your continued use of the Site or Services.

4. Orders and Confirmation. All Orders placed by You will be governed by the terms of this Agreement. Act! will confirm Your Order either through the Site at the time you submit Your Order or by providing You with access to the Services (each, a "Confirmation"). If the terms of any Order conflict with the terms of any Confirmation of that Order, the terms of the Confirmation will govern and control with respect to the Services provided to You. This Agreement will govern and control the terms of each Order and Confirmation under this Agreement. By accessing or using any of the Services, You agree to be bound by the terms of this Agreement and each applicable Order and Confirmation with respect to those Services.

5. Term. This Agreement will be effective upon the Effective Date. If You have ordered a trial subscription to the Services or a subscription to any free Services, as indicated in an applicable Order or Confirmation (a "Trial/Free Subscription"), then the term of this Agreement will continue for the period of the Trial/Free Subscription indicated in the applicable Order or Confirmation and will thereafter expire unless You place an Order for a non- trial subscription to the Services prior to the completion thereof. If You have ordered a non-trial subscription to the Services, then the term of this Agreement will continue for the initial period stated in the applicable Order or Confirmation for the Services and will thereafter automatically renew for successive additional periods of equal duration. If no initial period is stated in the applicable Order or Confirmation for the Services, this Agreement will continue for an initial period of 1 month and will thereafter automatically renew for successive additional 1-month periods. Unless terminated as set forth herein, the term of this Agreement will continue to renew until You notify Act! that You do not wish to renew the Agreement at least 10 days prior to the end of the then-current period. In all other cases, the term of this Agreement will continue until terminated as set forth herein.

6. Subscription. Subject to this Agreement, during the term of this Agreement Act! will provide You with a limited subscription to access and use the Services subject to Confirmations under this Agreement, solely for Your own use in connection with your own business purposes. Your rights to access and use the Services are personal, non-exclusive, non-transferable and non-sub-licensable. You understand that Act! may from time to time, in its sole discretion, update, change, revise, suspend or discontinue the Services (or any portion thereof) with or without notice.

7. Access to the Services. Upon Confirmation of Your Order by Act!, the rights granted to You under this Agreement entitle You to access the Services through accounts (each, an "Account"). You will select a user identification and password applicable to each Account You have purchased (each such user identification and password, an "Account ID"). Each Account ID is personal in nature and may be used only by You or, if You are an organization, by designated employees within Your organization (such individual, as applicable, the "User" of the Account). You are solely responsible for all use of the Services by each User and for compliance by each User with the applicable terms of this Agreement. You will ensure the security and confidentiality of each Account ID and will notify Act! immediately if any Account ID is lost, stolen or otherwise compromised. You are fully responsible for all costs, fees, liabilities or damages incurred through use of each Account ID (whether lawful or unlawful) and that any Services ordered or transactions completed through any Account or under any Account ID will be deemed to have been lawfully completed by You. You will be solely responsible, at Your own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for You and each User to connect to, access, and use the Services and the Site.

8. Third-Party Services. The Services may include services developed, provided or maintained by third-party service providers or other business systems that You may choose to enable ("Third Party Services"). In addition to the terms of this Agreement, Your access to and use of any Third Party Services is also subject to any other agreement separate from this Agreement that You may enter into (or may have entered into) relating to those Third Party Services (each, a "Third Party Service Agreement"). The terms of any Third Party Service Agreement will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to the terms of this Agreement. Except as set forth in this Agreement, the terms of any Third Party Service Agreement will control in the event of a conflict between the terms of this Agreement and that Third Party Service Agreement. All other Third Party Services will be subject to the terms of this Agreement. Third Party Services may be subject to additional Fees as set forth on the Site. Notwithstanding the terms of any Third Party Services Agreement, Act! may change, modify or discontinue any Third Party Service at any time and without notice to You. Except as expressly set forth in this Agreement or any Third Party Service Agreement, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Services.

If Customer purchases or activates the SMS Messaging Add-On, Customer must comply with the SMS Messaging Addendum, as well as all applicable telecommunications, marketing, and privacy laws and industry codes in each destination country, including (without limitation) the U.S. Telephone Consumer Protection Act (TCPA) and FCC rules, relevant CTIA messaging guidelines, Canada's Anti-Spam Legislation (CASL), the UK Privacy and Electronic Communications Regulations (PECR), the EU ePrivacy Directive (together with applicable data-protection laws), the Australia Spam Act, and the New Zealand Unsolicited Electronic Messages Act. Customer must also follow all carrier and platform rules, which may change from time to time. The SMS Service is provided via third-party communications providers and carriers; Act! does not control carrier networks and does not guarantee delivery or timing of messages. In the event of a conflict between the SMS Messaging Addendum and these Terms, the SMS Messaging Addendum controls for the SMS Service.

9. Restrictions. The Services, Site, Software, and the databases, software, hardware and other technology used by or on behalf of Act! to provide the Services and operate the Site (the "Technology") and their structure, organization, and underlying data, information and source code constitute valuable trade secrets of Act!. You will not, and will not permit any third party to: (1) access or use the Services or the Site, in whole or in part, except as expressly provided in this Agreement; (2) use the Site, Services or any Software to harvest or collect e- mail addresses or other contact information of third parties by any means for the purposes of sending unsolicited e-mails or other unsolicited communications; (3) use the Site, Services or any Software in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site or Services; (4) use automated scripts to collect information from or otherwise interact with the Site, Services or any Software; (5) use the Site, Services or any Software to intimidate or harass any other people or entities; alter, modify, reproduce, create derivative works of the Services, Technology, or any Software; (6) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Your rights to access or use the Services or any Software, including, without limitation, providing outsourcing, service bureau, hosting, application service provider or on-line services to third parties, or otherwise make the Services or any Software, or access thereto, available to any third party; (7) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Site, Services, Technology or any Software; (8) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Site, Services, Technology, or any Software; or (9) interfere in any manner with the operation or hosting of the Site, Services, Technology or any Software, or attempt to gain unauthorized access to the Site, Services, Technology or any Software. You will not allow any access to or use of the Services by anyone other than Your authorized Users, and any such use will be consistent with the terms, conditions and restrictions set forth in this Agreement.

10. Fees and Payment. You agree to pay Act! all fees set forth in each Order or Confirmation and any fees otherwise specified on the Site or through the Services ("Fees"). All Fees will be billed as indicated in each Order or Confirmation and in accordance with the then-current Act! Billing Policy www.act.com/billing-policy (the "Billing Policy"). If You have specified a payment method (including credit card, debit card, or ACH direct debit if available) for payment under this Agreement, You authorize Act! (and its payment processors) to charge or debit that payment method for Fees when due in accordance with this Agreement, the applicable Order/Confirmation, and the Billing Policy. Except as set forth in the Billing Policy, all Fees will be non-refundable once paid to Act! (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. Act! may change any portion of the Fees by posting the changes to the Site or otherwise notifying You through the Services of the change, such changes to take effect at the beginning of the next period of this Agreement. If Act! requires use of collection agencies, attorneys, or courts of law for collection on Your account, You will be responsible for those expenses. You will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

ACH Direct Debit Authorization. If You provide bank account information and elect ACH direct debit, You authorize Act! (and its payment processors and financial institution partners) to initiate ACH debit entries from the designated bank account for amounts owed under this Agreement, applicable Orders/Confirmations, and the Billing Policy, including applicable taxes, fees, prorations, credits, and adjustments. You represent that You are authorized to approve debits from the designated account and that the account is eligible to accept ACH debits. Your ACH authorization remains in effect until revoked in accordance with the Billing Policy.

Account Verification. Act! may require verification of bank account ownership or control through micro-deposits, instant account verification, or other verification methods offered by Act!'s payment processors or banking partners. You agree to provide accurate information and cooperate with verification requests. If verification is unsuccessful or the account cannot be verified, Act! may disable ACH as a payment method and require an alternative payment method.

SMS Messaging Add-On Charges. Unless otherwise stated in an Order, ordinary messaging costs and routine third-party fees for the SMS Service—including per-message charges (MT/MO), registration and vetting fees, surcharges, DCA/10DLC fees, short-code lease/hosting fees, toll-free verification fees, and number provisioning—are included in the pricing for the SMS Service. Customer will, however, promptly reimburse Act! for any penalties, fines, or formal assessments imposed by carriers, registries, or regulators that are attributable to Customer's traffic, program(s), or non-compliance (in any geography), including amounts directly charged to Act! to satisfy such penalties or fines.

11. Termination. This Agreement may be terminated by Act!, at any time, in the sole discretion of Act!: (1) upon any breach by You of this Agreement that remains uncured 10 days after Act! delivers written notice to You of such breach; or (2) at any time during any Trial/Free Subscription, for any reason or no reason, upon notice to You. Upon termination or expiration of this Agreement for any reason: (a) all rights and subscriptions granted to You under this Agreement will terminate; (b) You will immediately cease all use of and access to the Site and Services; (c) all Fees then owed by You will become immediately due and payable; and (d) You will immediately either return to Act! or, at the discretion of Act!, destroy the Act! Content, Account IDs, Act! Confidential Information, and other information related to this Agreement in Your possession or control; and (e) You should download Your Content before the end of your subscription or trial by using the "Export" feature (https://support.act.com/s/article/What-information-Can-I-Export-from-Act-CRM?language=en_US). We delete your Content after your subscription ends. If you wish to access your Content after then, we may be able to retrieve it if you contact us within 60 days from the termination date, when a fee for retrieval may be payable. If You are on a Trial/Free Subscription, you must collect Your Content prior to the termination date, after when Act! will immediately delete Your Content; note that whether during or after a Trial/Free Subscription, Act! does not provide any back-up of any data or of Your Content which you upload during a Trial/Free Subscription. Sections 9 (Restrictions), 10 (Fees and Payment), 11 (Termination), 13 (Ownership), 15.3 (Warranties and Disclaimer: Disclaimer), 16.2 (Indemnity: By You), 17 (Limitation on Liability), 18 (Data Privacy), 19 (Confidentiality), 22 (Disputes), 23 (Governing Law) and 24 (General) will survive any expiration or termination of this Agreement.

12. Suspension. Without limiting any right to terminate this Agreement, Act! may also immediately and indefinitely suspend Your access to the Site or Services, including, without limitation, all of Your Content, with or without notice to You, upon any Actual or suspected breach of this Agreement, including failure to pay fees due, or applicable law or upon any other conduct deemed by Act! to be inappropriate or detrimental to the Site, Services, Act! (including its employees or contractors), or any other Act! customer or user. Act! may at any time following any suspension, suspend access to or delete any of Your Content held by Act! or the Site or Services.

13. Ownership. Act! retains all right, title and interest, including, without limitation, all IPR (as defined below), in and to the Site, Services, Technology, Act! Content (as defined below), any Software, and any additions, improvements, updates, and modifications thereto. You acknowledge that You are not receiving any ownership interest in or to any of the foregoing, and no right or license is granted to You to use them apart from Your right to access the Services under this Agreement. The Act! name, logo and the product and service names associated with the Services are trademarks of Act! (or its third party providers), and no right or license is granted to You to use them. For purposes of this Agreement, "IPR" means any and all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

14. Content.
14.1 Act! Content. Act! may provide You with access to certain data, information, and other content through the Site and Services ("Act! Content"). Unless otherwise noted on the Site, as between You and Act!, all Act! Content is owned by Act!. Subject to this Agreement, each User may: (a) access the Act! Content (without modification) solely for Your own business purposes in connection with Your use of the Services; and (b) distribute the Act! Content (without modification) as incorporated into emails generated and sent by You through the Services. Except as expressly provided in this Agreement, You will not, and will not permit any User to: (i) alter, modify, reproduce, or create derivative works of the Act! Content; (ii) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer the Act! Content, including, without limitation, providing outsourcing, service bureau, commercial hosting, application service provider or on-line services to third parties; or (iii) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with the Act! Content. Certain of the Act! Content may include or be based on data, information and content from independent third party providers ("Third Party Content"). Act! uses commercially reasonable measures to ensure that the Third Party Content is reliable, but Act! has no independent basis to verify or contradict the accuracy or completeness of the Third Party Content and will not be responsible for any erroneous Third Party Content provided through the Services.
14.2 Your Content. You will be solely responsible for all data, information, and other content that You may provide or generate through Your use of the Services, or that Act! may receive, collect or obtain through Your use of the Services, including, without limitation, all email and other communications generated or received through Your use of the Services and any personally identifiable information relating to You or any of Your Users, customers, service providers, employees, contractors, recipients, or agents generated or received through Your use of the Services (collectively, "Your Content"). You grant to Act! all necessary rights and licenses in and to Your Content necessary for Act! to provide the Services under this Agreement including to use your Content to troubleshoot issues with the performance of the Services, which may include for example accessing your Act! database and creating a copy of it to isolate and troubleshoot issues. Act! will keep such copy confidential and secure, and delete it when it is no longer required for troubleshooting. As between You and Act!, You retain all of Your rights in and to Your Content and do not convey any proprietary interest therein to Act! other than the subscription set forth herein. You represent and warrant that none of Your Content violates this Agreement or the Email Policy or Privacy Policy. Act! may take remedial action if any of Your Content violates this Agreement, including, without limitation, deletion of any of Your Content from the Site and Services, provided that Act! is under no obligation to review any of Your Content for accuracy or potential liability. You represent and warrant to Act! that You have all necessary right, title, interest and consent necessary to allow Act! to use Your Content for the purposes for which You provide Your Content to Act!, including, without limitation, the delivery of any and all emails and other communications. You will defend, indemnify and hold harmless Act! from any and all losses, costs, damages, liabilities or expenses (including without limitation reasonable attorney's fees) incurred or arising from any claim by a third party arising out of or relating to Your Content or the use thereof by Act! in providing the Services.

15. Warranties and Disclaimer.
15.1 By Act!. Except in the case of any Services provided during a Trial/Free Subscription, Act! represents and warrants to You that Act! will use commercially reasonable efforts to maintain and verify that the Services operate in accordance with this Agreement. Act! sole obligation and Your sole and exclusive remedy in the event of any failure by Act! to comply with the foregoing sentence will be for Act! to, at our option, re-perform the affected Services or refund to You the fees You have Actually paid for the affected Services during the month in which the failure occurred. Notwithstanding the foregoing, You remain solely and entirely responsible for Your compliance with, and will defend, indemnify and hold harmless Act! from and against any claims arising from any actual or alleged violation by You of any international, federal, state or local treaties, laws, rules, regulations or ordinances regarding Your use of or access to the Site or Services or regarding your business, products or services, including, without limitation, regarding data and data privacy and the transmission of electronic mail messages, whether solicited or unsolicited.
15.2 By You. You hereby represent, warrant, and covenant for the benefit of Act! that: (1) You have the legal right and authority to enter into this Agreement, and, if You are accepting this Agreement on behalf of a company or other entity, to bind the company or other entity to the terms of this Agreement; (2) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement and in any applicable additional agreement You enter into in connection with any of the Services; and (3) Your Content, and any other data, information or content You provide to Act! in connection with this Agreement and Your access to the Site and use of the Services, is correct and current.
15.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 15, THE SITE AND SERVICES (AND ALL ACT! CONTENT PROVIDED THROUGH THE SITE AND SERVICES) ARE PROVIDED TO YOU STRICTLY "AS IS" AND "AS AVAILABLE" AND ACT! AND ITS PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO ANY SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACT!, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 15.

16. Indemnity.
16.1 By Act!. Except in the case of any Services provided during a Trial/Free Subscription, Act! will, at its expense, defend You against any claims brought against You by a third party that Your use of the Services in accordance with this Agreement infringes any copyright, trade secret or trademark right. The foregoing obligations of Act! under this Section 16 are conditioned upon You providing Act! with:
(a) notice of any such claim within 10 days after You receive written notice thereof, (b) sole control over the defense and settlement of such claim; and (c) reasonable assistance (at the expense of Act!) in the defense and settlement of such claim. If You are, or Act! reasonably believes You may be, enjoined from using the Services, Act!, at our option and expense, may procure the right for You to continue using the Services, replace or modify the Services so that they become non-infringing, or provide You a refund of all pre-paid amounts applicable to such Services (if any) and terminate this Agreement with respect to such Services. This Section 16.1 constitutes the sole and exclusive liability to Act!, and Your sole and exclusive remedy, for any infringement or misappropriation of any third party IPR by or through the Site, Services, Technology, Act! Content or any Software.
16.2 By You. You hereby indemnify, defend, and hold harmless Act! and its affiliates, employees, agents, contractors, assigns, licensees, and successors in interest ("Indemnified Parties") from any and all claims, losses, liabilities, damages, fees, expenses, and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation against any Indemnified Party arising from Your accessing or using the Site, Services, Software, Your Content, Act! Content, any email or other communication generated or sent through the Services, or any breach of this Agreement. Act! will provide You with notice of any such claim or allegation, and Act! will have the right to participate in the defense of any such claim at its expense.

17. Limitation on Liability. IN NO EVENT WILL ACT! BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITE, SERVICES (OR ANY ACT! CONTENT PROVIDED THROUGH THE SITE OR SERVICES), EVEN IF ACT! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. THE TOTAL ACT! CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO ACT! HEREUNDER IN THE 6 MONTHS PRECEDING ANY SUCH INITIAL OCCURRENCE OF LIABILITY (OR, IF NO SUCH FEES HAVE BEEN PAID, $100). YOU AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT ACT! WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, ACT! LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. Data Privacy. You expressly consent to the use and disclosure of personally identifiable and other data and information as described in the Act! then-current privacy policy displayed on the Site ("Privacy Policy"). Notwithstanding anything in the Privacy Policy, Act! will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from Your access to the Site and Your use and operation of the Services (including, by way of example and not limitation, information relating to volumes, frequencies, recipients, bounce rates, or any other information regarding the email and other communications You generate and send using the Services). To the extent any such data or information is collected or generated by Act!, the data and information will be solely owned by Act! and may be used by Act! for any lawful business purpose without a duty of accounting to You, provided that the data and information is used only in an aggregated form, without directly identifying You, any User or customer, or any other entity or natural person as the source thereof.

19. Confidentiality. For purposes of this Agreement, "Confidential Information" means all nonpublic information disclosed or made available under this Agreement that relates to the Technology, the provision or receipt of the Services, or either party's technology, finances, operations, customers or business. For the avoidance of doubt, (1) the Services, Technology, and Act! Content are the Confidential Information of Act!, (2) all data regarding Your contacts and email recipients, including without limitation, identities and email addresses are Your Confidential Information, and (3) the data and information specified in Section 19 will not be Your Confidential Information. Each party agrees to protect the other party's Confidential Information with the degree of care that such party uses to protect its own confidential information of like nature, but in no case less than reasonable care. Each party agrees that, except as expressly directed by the other party, it will not at any time during or after the term of this Agreement: (1) disclose any Confidential Information to any third party; (2) permit any third party to examine and/or make copies of any reports, documents or electronic data containing Confidential Information; or (3) use any of the Confidential Information for any reason other than for the purposes of this Agreement. Each party may disclose Confidential Information to personnel having a need to receive the Confidential Information in the performance of their duties under this Agreement, provided, however, that such personnel are informed of the confidentiality obligations hereunder and each party uses its best efforts to ensure their compliance therewith. If either party is required to disclose the other party's Confidential Information pursuant to any statute, regulation, order, subpoena or document discovery request, it will furnish written notice of such disclosure to the other party as soon as practicable in order to afford such party the opportunity to seek a protective order and the party required to make such disclosure will reasonably cooperate in such efforts (at the other party's reasonable expense). In the event of any conflict between the Privacy Policy and the provisions of this Section 19, the provisions of this Section 19 shall control.

20. Claims of Infringement. Just as Act! requires users of the Site to respect the copyrights and other intellectual property rights of Act!, its affiliates, and other third parties, Act! respects the copyrights and other intellectual property rights of Users of the Site and other third parties. If You believe in good faith that Your copyrighted work has been reproduced on the Site without authorization in a way that constitutes copyright infringement, You may notify our designated copyright agent by mail to:
Act! LLC
Attn: Copyright Infringement Agent
8800 North Gainey Center
Suite 250
Scottsdale, AZ 85258
Please provide the following information to the Act! Copyright Infringement Agent:
(1) the identity of the infringed work, and of the allegedly infringing work;
(2) Your name, address, daytime phone number, and email address, if available;
(3) a statement that You have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law;
(4) a statement that the information in the notification is accurate and, under penalty of perjury, that You are authorized to act on behalf of the owner; and
(5) Your electronic or physical signature.

21. Linked Sites. The Site and communications sent through the Services may contain links to third-party sites that are not under the control of Act!, and Act! is not responsible for any content on any linked site. If you access a third-party site from the Site or from a communication sent through the Services, then you do so at your own risk. Act! provides links only as a convenience, and the inclusion of the link does not imply that Act! endorses or accepts any responsibility for the content on those third-party sites. Act! welcomes links to the Site. You may establish a link to this Site, provided that the link does not state or imply any sponsorship or endorsement of Your site by Act! or any group or individual affiliated with Act!. You may not use on your site any Content or Marks appearing on the Site in establishing the link. You may not frame or otherwise incorporate into another site the Content or other materials on the Site without prior written consent.

22. Disputes. Except as otherwise provided below, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a "Dispute"), in accordance with the procedures set forth in this Section 22. If any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration under the arbitration of the International Chamber of Commerce ("ICC") then in effect (the "Rules"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the "Initial Period") after either party to this Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by Act! in Scottsdale, Arizona U.S.A. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrators will require payment of the costs, fees and expenses incurred by the prevailing party in any such arbitration by the non- prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

23. Governing Law. The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Arizona, U.S.A. as such laws apply to contracts between Arizona residents performed entirely within Arizona. Each party agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Arizona, U.S.A. or in state court in Phoenix, Arizona U.S.A., and You irrevocably submit to the personal jurisdiction and venue of any such court in any such Action or proceeding or in any action or proceeding brought in such courts by Act!.

24. General. Unless otherwise amended as provided herein, this Agreement will exclusively govern Your access to and use of the Services and the Site and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Your access to and use of the Services and the Site. Except as expressly set forth in this Agreement, this Agreement may be amended or modified only by a writing signed by both parties. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to this Agreement will be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal. Neither this Agreement nor any rights or obligations of You hereunder may be assigned or transferred by You (in whole or in part and including by sale, merger or operation of law) without the prior written approval of Act!. Any assignment in violation of the foregoing will be null and void. Act! may assign this Agreement to any party that assumes the Act! obligations hereunder. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. This Agreement is the complete and exclusive statement of the agreement between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement. Act! may reference You as a user of the Services and use Your name and logo, as applicable, in listings of users of the Services appearing on the Act! web site and for other marketing and promotional purposes relating to the Services.