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3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit zipLogix to locate the material.
4. Information reasonably sufficient to permit zipLogix to contact you, such as your address, telephone number, and, if available, an electronic mail address at which you may be contacted.
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## TERMS AND CONDITIONS FOR ALL ZIPLOGIX PRODUCTS

### SECTION 1. GENERAL TERMS AND CONDITIONS.

A. Account Setup. Use of a zipLogix Product may require that you open an account. Your broker or administrator may do this for you, or you may do this yourself. During the registration process, you must provide us with current, complete and accurate information as prompted by the applicable registration form(s). Your email address will be required, and you will need to choose a password. Our use of your email address is an integral part of the zipLogix Product. You will need your email address to log into the zipLogix Product, and in some circumstances the zipLogix Product will auto-generate email messages to you. You agree to timely update your account information so that it remains current, complete and accurate throughout the term of this Agreement.

B. Password; Account Activities. You are entirely responsible for maintaining the confidentiality of your password, security question(s) and answer(s), and all other zipLogix Product account credentials. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify zipLogix immediately of any unauthorized access or use of your account or any other breach of security that potentially compromises the privacy of your account credentials, documents or information. zipLogix will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for losses incurred by zipLogix or another party due to someone else using your account or password. You may not, at any time, give your zipLogix password or credentials to anyone else, allow anyone else to use your zipLogix account, password or credentials or use anyone else's zipLogix account, password or credentials. Giving your zipLogix password or credentials to another person, allowing another person to use your zipLogix account, password or credentials, or using another person's zipLogix account, password or credentials is a material breach of this Agreement.

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5. Third Party Invitee. If you are invited by a third party to use the zipLogix Product in order to access, view, review and/or sign electronic documents, you are granted a limited, personal, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the zipLogix Product only for the limited purpose for which you were invited by such third party.

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K. No Refunds. Unless expressly stated otherwise by zipLogix, any fee you pay for the use of a zipLogix Product is nonrefundable.

L. System Requirements. Unless otherwise agreed by zipLogix in writing, zipLogix reserves the right to change the minimum system requirements necessary for a zipLogix Product to perform properly at any time without notice.

#### **SECTION 4. TERM AND TERMINATION.**

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B. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, excluding its conflict of law principles. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the County of Los Angeles, State of California or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction. Federal arbitration laws and California state arbitration laws apply to this Agreement. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

C. Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and zipLogix as a result of this Agreement.

D. Indemnification. You agree to indemnify and hold zipLogix, its parents, subsidiaries, affiliates, and its and their directors, officers and employees, harmless from any claim, action, demand, loss, cost, expense or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of any zipLogix Product.

E. Severability; Waiver. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. A party's waiver of any breach of this Agreement must be made in writing and shall not constitute a waiver of any other breach. A party's failure to demand performance of any obligation shall not constitute a waiver of a party's right to demand performance of such obligation in the future.

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G. Transfer and Assignment. You may not transfer and/or assign any or all of your rights or obligations under this Agreement.

H. Survival. All provisions which may reasonably be construed to survive shall survive the expiration or termination of this Agreement.

### **ADDITIONAL TERMS FOR SPECIFIC ZIPLOGIX PRODUCTS**

#### **SECTION 8. FORMS SOFTWARE.**

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J. zipForm® Team Edition.

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2. Each team member will be able to create, edit, modify, print, send, export and delete transactions for, or on behalf of, any other member of the team. Each team member will be able to use other team member's names and contact information to create, edit, modify, print and send transactions, and each team member will be able to access the contact list of the other team members. Each team member will only be able to access the forms libraries for which such member has a valid license. Joining a team account will not create a license for, or otherwise enable, an individual team member to view, access, create, edit or modify forms in a forms library for which such member does not have a valid license, even if another team member has a valid license for such other forms library. Team members may not alter the name of the agent and broker that prints automatically at the bottom of each form, including by altering the form to add the name of the team.

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## QUESTIONS

Should you have any questions concerning this Agreement, or if you desire to contact zipLogix for any reason, please contact zipLogix at:

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