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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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1. General. Your license entitles you to use zipVault® in connection with your individual Forms Software account only. You may not access or use zipVault® through the zipLogix account of a third party. Should your zipVault® license terminate, your access to and use of zipVault® and any documents maintained or stored therein will terminate simultaneously, your subscription fee, if any, shall not be refunded, and the documents will be deleted from zipVault® within a time period at zipLogix's discretion and may not be recoverable by you.

2. Document Storage/Deletion. You must maintain a valid zipVault® license to store and access documents using zipVault®. Except as expressly set forth herein, zipLogix shall have no obligation to maintain any document, content, or form and zipLogix shall have no obligation to provide you with any document, information or access to your account once your zipVault® license term expires or terminates for any reason. The amount of storage space available to you in zipVault® will depend upon the plan and features purchased by you, or if zipVault® is being provided to you under the terms of an agreement between zipLogix and a third party, such as your real estate brokerage, a board/association of REALTORS® or a multiple listing service, the plan and features purchased by such third party. Except as provided herein, your documents will be stored in zipVault® for a period of time that is dependent upon your state (or other jurisdiction) and the creation date or the closing date of the transaction to which the documents are related. You may delete documents that you have stored using your personal zipVault® account at any time. You (or your broker, if applicable) may designate a deletion date that is earlier than the default deletion date available to you under your zipVault® plan. Please contact zipLogix for details about your zipVault® plan and features. After the applicable time period, stored documents will be deleted from zipVault® and will not be recoverable by you. These storage times are subject to change at any time without notice. Any change to applicable storage times will affect only those transactions created after the change is made. Once a transaction document is deleted, you will not be able to recover the deleted document using your zipVault® account. You agree that zipLogix has no responsibility or liability whatsoever for the deletion, corruption or failure to store any document, form or content stored, maintained or transmitted by zipVault®. zipLogix has no obligation to provide you or third parties with any documents that have been deleted for any reason. You agree that zipLogix shall not be responsible or liable to you or any third parties in any way for stored documents deleted in accordance with this policy. If you wish to save documents you have uploaded and stored using zipVault® beyond the expiration of the applicable time period or prior to the expiration or termination of your zipVault® license, you should export the documents to another location, such as saving the documents on your computer, on a CD-ROM or some other external storage medium. zipLogix reserves the right to limit the amount of storage space available to you, to limit the types of files eligible for storage, to charge a fee for additional storage space and to otherwise change the terms and conditions of document storage, retention and deletion using zipVault® at any time. If you wish to purchase additional storage capacity or time, you should contact zipLogix.

3. Compliance with Law. zipLogix shall not be responsible or liable for, and you are solely responsible for, determining whether your use of zipVault® to store documents complies or does not comply with any and all laws, rules and regulations relating to retention or audit of records including, but not limited to, the Electronic Signatures in Global and National Commerce Act (E-Sign), the Uniform Electronic Transactions Act (UETA) and your state's laws and regulations pertaining to retention or audit of records and the real estate industry. If you are unsure whether your use of zipVault® to store documents complies or does not comply with relevant law, please consult an appropriate professional, such as an attorney.

G. TouchSign®.

1. In General.

(a) You must be at least eighteen (18) years old to use TouchSign®.

(b) Acquired as part of zipForm® Mobile Web Edition. If you acquired a TouchSign® license as part of your zipForm® Mobile Web Edition subscription, zipLogix grants you a license to use TouchSign® for the duration of your zipForm® Mobile Web Edition subscription. Should your zipForm® Mobile Web Edition license terminate, your access to and use of TouchSign® will terminate simultaneously and your subscription fee, if any, shall not be refunded.

2. Transaction Document Storage. You agree that zipLogix has no responsibility or liability whatsoever for the deletion, corruption or failure to store any signature, transaction, template, clause, content, form or document executed or transmitted by TouchSign®. If you wish to save documents you have signed using TouchSign® you should export those documents to zipVault® or another external storage location, such as by saving documents in .pdf form on your computer or on a CD-ROM.

3. Disclaimer: Limitations. You acknowledge and agree that zipLogix makes no representations or warranties relating to the accuracy, validity or invalidity of any authentication measure used in connection with TouchSign®. zipLogix may establish limits concerning the maximum number of documents and transactions that may be signed or transmitted, the maximum amount of disk space that will be allotted on zipLogix's servers on your behalf, and the maximum number of times and duration you may access TouchSign® in a given period of time, which are subject to change at any time without notice.

4. Compliance with Law. As routine practice, zipLogix provides consumer disclosures for all signature transactions processed through TouchSign®. However, zipLogix shall not be responsible for, and you are solely responsible for, determining whether the use of an electronic record or electronic signature complies or does not comply with any and all laws, rules and regulations including, but not limited to, electronic record and electronic signature laws such as the Electronic Signatures in Global and National Commerce Act (E-SIGN) or the Uniform Electronic Transactions Act (UETA) and your state's laws and regulations pertaining to electronic records and electronic signatures and the real estate industry. zipLogix shall not be responsible or liable for, and you are solely responsible for, determining whether a consumer (as defined under applicable law) must be provided with a disclosure required by law to be in writing, whether the delivery of an electronic record satisfies such law, and for providing such disclosure to the consumer. zipLogix makes no representations or warranties that the consumer disclosures in TouchSign® are appropriate for or provide all of the disclosures as required for your particular transaction. If you are unsure whether your electronic record or electronic signature complies or does not comply with relevant law, please consult an appropriate professional, such as an attorney.

H. zipConsult®. zipLogix provides a link in the Forms Software to zipConsult®, a web conferencing tool. zipConsult® is powered by AnyMeeting, which is a Third Party Product. All right, title and interest in and to AnyMeeting belongs solely to AnyMeeting and/or its licensors, as applicable. zipLogix and its affiliates make no representations, guarantees or warranties whatsoever regarding the use, content, legality or sufficiency of AnyMeeting. By accessing zipConsult®, you agree to comply with AnyMeeting's Terms of Service and Privacy Policy set forth on AnyMeeting's website, currently located at [www.anymeeting.com/accountmanager/messages/AnyMeetingTermsOfService.htm](http://www.anymeeting.com/accountmanager/messages/AnyMeetingTermsOfService.htm) and [www.anymeeting.com/Privacy.aspx](http://www.anymeeting.com/Privacy.aspx), as may be amended from time to time. You agree to comply with all telephonic and electronic recording laws, rules and regulations in connection with your use of zipConsult®, and you agree to indemnify, defend, and hold zipLogix harmless for any breach of this obligation.



## QUESTIONS

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

zipLogix  
P.O. Box 130  
Fraser, MI 48026  
[ziplogix.com](http://ziplogix.com)

Effective: April 27, 2017  
Last Revised: April 27, 2017

## **ZIPLOGIX™ PRIVACY AND SECURITY STATEMENT**

Effective August 10, 2017

This document was previously updated July 25, 2013.

zipLogix™ (“we” “us” or “our”) appreciates your interest in and use of our products and services. The protection of your privacy and the security of our products and services are important to us. We have created this Privacy and Security Statement (“Statement”) to demonstrate our firm commitment to privacy and so that you will be aware of the uses made of information that may be generated through your use of our website and products and services. Please take a few minutes to read the complete Statement.

### **TYPES OF INFORMATION WE COLLECT**

#### **Personal Information**

Personal information is information that permits direct association with a specific individual. Personal information, such as your name, user name, password, broker affiliation, mailing address, email address, and phone number is either requested or required at different points during your use of our website or products and services to complete your order, create your account and/or ensure that you are authorized to use certain intellectual property (e.g., form libraries in zipForm®) that may be licensed to us. Depending upon the libraries to which you request access, your current association membership status or broker affiliation may be verified by asking you to log into other websites. You may also enter personal information relating to yourself or others into certain fields when you use our products and services in your real estate business. For example, you may enter personal information relating to a client, customer, purchaser or seller into a form in zipForm® during a real estate transaction.

#### **Payment-related Information**

Payment-related information is information used to process payments you make for products and services made available to you. Payment-related information, such as your credit-card number and expiration date, is required whenever a payment is necessary to complete your order for a product or service or to create or renew your account. We use third-party payment processors for electronic transactions and do not collect or store payment-related information.

#### **Non-Personal Information**

We also collect non-personal information. Non-personal information is aggregated information and other information that does not permit direct association with any specific individual. We may collect, use and disclose non-personal information for any purpose except as prohibited by law. For example, we may collect information relating to your activities on our website, your use of our products and services and information you enter into certain fields within our products such as a zip code. If we combine your non-personal information with your personal information, we will treat the combined information as personal information.

## **Cookies and Other Technologies**

Our website and some of our online products and services, email messages and advertisements may use cookies, log files and other technologies to collect information about your use of our website, products and services. We treat information collected by cookies, log files and other technologies as non-personal information, except when combined with personal information or as provided by law. We use cookies and other technologies to verify user information, to make your use of our website, products and services more convenient and to assist in understanding your use of our website, products and services. Most internet browsers are initially set to accept cookies. If you prefer, you may set your browser so that it refuses cookies or alerts you when cookies are being created on your hard drive. You should be aware that by not accepting cookies you may impair your ability to use certain portions of our website, products and services.

## **California Do Not Track Disclosures**

Do Not Track is a privacy preference that users can set in their web browsers. When a user turns on the Do Not Track signal, the browser sends a message to websites requesting them not to track the user. We do not currently respond to Do Not Track browser settings or signals.

## **HOW WE USE INFORMATION**

### **Personal Information**

We use personal information in the following ways:

- **Providing the products and services:** Primarily, we store and use personal information to provide the products and services to you and to make our products and services easier for you to use by not making you enter personal information more than once.
- **Managing your account:** We will use your personal information to help manage your subscription, respond to your inquiries about the products and services, and to provide technical administration and support for you,
- **Product security:** We use your personal information to add security to our products by printing your name, and your broker's name and address, on your transaction forms in zipForm®.
- **Processing your transactions:** We may also use your personal information to help you process your real estate transactions.
- **Sending you information:** We may use your personal information to send you important information regarding the products or services, changes to any terms, conditions or policies or other administrative information.
- **Marketing from us to you:** We may contact you to market or promote zipLogix™ or third party products or services we believe you will find useful.
- **Enhancing your experience of the products and services:** We store and use personal information to collect information about your zipLogix™ product and service usage for internal business purposes, including auditing and data analysis. This helps us determine how to best improve our products and services and what other products and services may be valuable or of interest to you.
- **Anonymized data:** We may aggregate or de-identify or otherwise anonymize your personal information. This process removes personally identifiable information to prevent the resulting

anonymized data from being associated with any particular individual or user. Anonymized data is treated as non-personal information under this Privacy Policy.

### **Non-Personal Information**

We gather non-personal information to understand and analyze trends in your use of our website, products and services, to gather information about our user base and the real estate industry as a whole, to administer our website, products and services and to help us determine how to improve our products, services and advertising. We may store and use non-personal information to create, use, license and sell general analytic databases that may provide insight into subjects including, but not limited to, real estate market practices, industry trends and general economic conditions. We may also use this information in our marketing and advertising services, in our creation of new products and services and for our internal business purposes.

### **DISCLOSURE TO THIRD PARTIES**

When you subscribe or otherwise give us personal information, we do not share that information with third parties without your permission, other than for the limited exceptions described below:

We occasionally hire other companies to provide services on our behalf, including development, testing, hosting, and answering customer questions about our products or services. We will provide to those companies only the personal information necessary to enable those companies to provide such services, and we prohibit them from using that information for any other purpose.

If you are using a multi-user edition of one of our products (such as zipForm® Broker or Team edition, your personal information may be shared with your broker, team leader, or other users as authorized by the primary owner of your multi-user edition. If your license to use our product or services was provided by a third party, such as the National Association of REALTORS®, we may share certain of your personal information with that third party for authentication purposes to confirm your right to use the product and prevent unauthorized usage of our products and services.

When you use our products or services, you may direct us to transmit your personal information to another service provider, such as a multiple listing service; when you direct us to transmit your information (such as by clicking “submit”) we will transmit only the information you instruct us to transmit and we cannot be held responsible for any errors you make in your instructions to us.

Additionally, if you have access to form libraries through your use of our products or services, your personal information may be provided to the third parties providing such form libraries, including, but not limited to, Associations of REALTORS®, multiple listing services and brokerages. We may also share your personal information with these third parties to prevent unauthorized usage of our products or services or unauthorized access to third party form libraries.

We may also provide your personal information, but not the non-public personal information you enter into zipLogix™ products and services related to your clients and customers, to our parent company and its subsidiaries to offer other products or services that may be valuable or interesting to you; we do not provide your personal information to other third parties for marketing purposes.

We will disclose personal information without notice only if required to do so by law or in the good faith belief that such action is necessary to protect and defend the rights or property of zipLogix™.

We may provide non-personal information to third parties for general analytic purposes related to real estate market practices, industry trends and general economic conditions. If we are involved in a merger or are acquired, then all or substantially all of our assets may be transferred to the acquirer. In such a transaction, user information including personal and non-personal information could be among the transferred assets. In such an event, you will be notified via a prominent notice on our website of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information. Your information will remain protected by this policy in accordance with its terms.

### **ADVERTISEMENTS AND LINKS TO THIRD PARTY WEBSITES**

We may sell advertising space to third parties on our website or in our products and services, which is usually in the form of a graphic link to the Internet site of the advertiser (a “banner advertisement”). We may also provide links to third party websites through other methods. These linked sites are not under our control and we are not responsible for the privacy practices or the contents of any such linked website, or any link contained in any linked website and any personal information you provide will be collected by, and controlled by the privacy policy of, that third party. If you have concerns about the privacy practices of a third-party website to which we link, you should direct those concerns to the third party responsible for that website. PLEASE NOTE THAT THIS POLICY DOES NOT ADDRESS THE PRIVACY OR INFORMATION PRACTICES OF ANY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, OUR PARENT COMPANY OR ITS SUBSIDIARIES.

Third-party advertising on our website is pre-selected by us or our parent company or its subsidiaries. zipLogix™ does not employ behavioral advertising or otherwise allow third-party advertisers to track your activity or display advertising targeted to your browsing history or other online activities.

### **SOCIAL MEDIA**

We maintain profiles on social media websites such as Facebook, Twitter and YouTube, and our website links to those social media profiles. When you interact with our profiles on social media, you will be governed by the terms of use and any information you submit will be covered by the privacy policy of that social media provider. We are not responsible for the privacy practices or content found on the website of these social media providers beyond our own profiles. We do not collect or use any data gathered from your interactions with our social media profiles.

### **SECURITY OF YOUR PERSONAL INFORMATION**

For website security purposes and to ensure that our products and services remain available to all users, our servers employ industry-standard methods to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Unauthorized attempts to upload information or change information on our servers are strictly prohibited and may be punishable by law, including the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act of 1996. We use technical and organizational security measures in order to protect the data we have under our control against loss, misuse, unauthorized access or disclosure, alteration, or destruction. Inside the company, data is stored in password-controlled servers with limited access. Although we take measures to safeguard against unauthorized disclosures of information, no transmission of data over the Internet is 100% secure so we cannot guarantee that information we collect or store will be protected from all unauthorized access or use.

You also have a significant role in protecting your information. Do not share your password or allow others to use your account. It is good practice for you to change your password regularly.

### **USE OF THE SITE BY CHILDREN**

Our website, products and services are not directed to individuals under the age of thirteen (13), and we request that such individuals do not provide personal information through our website, products or services. We do not knowingly collect information from individuals under the age of thirteen (13) and if we learn that we have collected personal information from such an individual, we will delete that information promptly on becoming aware of such collection.

### **CALIFORNIA RESIDENTS' PRIVACY RIGHTS**

California law permits users who are California residents to request from us a disclosure that (1) identifies the categories of Personal Information that we share with our parent company, subsidiaries, or third parties for marketing purposes and (2) provides the names of those companies with whom we share such information. If you are a California resident and wish to obtain a copy of this disclosure, please mail a written request to zipLogix™ LLC, Attn: California Privacy Disclosure, 18070 15 Mile Road, Fraser, Michigan 48026.

### **INTERNATIONAL USERS**

We do not intentionally collect information from users located outside the United States, Mexico or Canada. All information collected or stored by us is kept on servers located within the United States. If you are a user located outside the United States, when you enter your information, both personal and non-personal, into any of our products and services you consent to your information being transferred to and stored on servers located within the United States.

### **REVIEW/CORRECTION OF YOUR PERSONAL INFORMATION**

We market and sell several products and services. Our products and services that collect and use personal information provide, where appropriate, a method that allows you to inspect whether your personal information is correct and current. To reduce the possibility that some subscribers may attempt to share their access to and use of our products and services with non-subscribers, some of your information - once it is entered - may not be directly changeable by you.

If you wish to review, correct or update any personal information about you collected through our website or through your use of our products and services, please click on [SALES](#), or write to us at: zipLogix™ LLC, 18070 15 Mile Road, Fraser, Michigan 48026.

### **DELETION PRACTICES**

If you choose to delete your account, or your account becomes inactive (for example when you do not renew your subscription), information associated with your account may remain stored on our servers for a period of time that can vary subject to our data retention policies and other legal obligations. Our data retention policies for different types of data are set forth in our Terms of Use, which can be found [here](#).

## **OTHER TERMS**

Your use of the zipLogix™ website and our products and services is governed by our Terms of Use, which can be found [here](#).

We are committed to making our website and our products accessible for all our users. Our Website Accessibility statement can be found [here](#).

## **OPT OUT**

To opt out of having your personal information provided to our parent company, its subsidiaries or third parties for their direct marketing purposes, please click on [OPT OUT](#), or write to us at: zipLogix™, LLC, 18070 15 Mile Road, Fraser, Michigan 48026, Attn: REFN Third Party Opt Out Request. We will process your request as quickly as possible. You may not opt out of receiving communications from us regarding administrative information for the products or services since this information may be important to your use of the products or services. Please note that if you opt-out as described above, we will not be able to remove personal information about you from the databases of third parties with which we have already shared personal information about you prior to processing your opt-out request. If you wish to cease receiving e-mails from third parties, please contact the third parties directly or utilize any opt-out mechanisms set forth in their respective privacy policies or e-mails to you.

## **CHANGES TO THIS STATEMENT**

We reserve the right to alter this Statement as our business needs require. In the event we make any material changes to this Statement, we will notify you by updating the Statement's effective date and indicating the previous effective date. As you use our website, products and services, we encourage you to periodically check back with this Statement for changes that we may make. Your continued use of our website and/or our products and services will constitute your agreement to any changes we make and if you do not agree with a change, please refrain from using our website and/or our products and services.

## **CONTACT INFORMATION**

We welcome your comments regarding our website, our products and services and this Statement. To contact us, please click on [SALES](#), or write to us at: zipLogix™, LLC, 18070 15 Mile Road, Fraser, Michigan 48026.