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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 and 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

ZIPLOGIX™ PRIVACY AND SECURITY STATEMENT

Effective January 1, 2020

This document was previously updated August 10, 2017.

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.

IMPORTANT INFORMATION FOR CALIFORNIA RESIDENTS

This section applies only to California residents. It describes how your Personal Information is collected, used and shared, and your rights with respect to that Personal Information. For purposes of this section, “**Personal Information**” has the meaning given in the California Consumer Privacy Act of 2018 (“**CCPA**”) but does not include information exempted from the scope of the CCPA.

Your California privacy rights. As a California resident, you have the rights listed below in connection with your Personal Information. However, these rights are not absolute, and in certain cases we may decline your request as permitted by law.

- **Information.** You can request the following information about the collection and use of your Personal Information during the past 12 months:
 - The categories of Personal Information that have been collected.
 - The categories of sources from which Personal Information was collected.
 - The business or commercial purpose for collecting and/or selling Personal Information.
 - The categories of third parties with whom Personal Information is shared.
 - Whether your Personal Information has been disclosed for a business purpose, and if so, the categories of Personal Information received by each category of third party recipient.
 - Whether your Personal Information has been sold, and if so, the categories of Personal Information received by each category of third party recipient.
- **Access.** You can request a copy of the Personal Information that has been collected about you during the past 12 months.
- **Deletion.** You can ask that your Personal Information be deleted.
- **Opt-out of sales.** You can opt-out of the “sale” of your Personal Information. In addition, if you direct that your Personal Information not be sold, this will also be considered to be a request pursuant to California’s “Shine the Light” law to stop sharing your personal information covered by that law with third parties for their direct marketing purposes.
- **Opt-in.** If we know that you are younger than 16 years old, we will ask for your permission (or if you are younger than 13 years old, your parent’s or guardian’s permission) to sell your Personal Information before we do so.
- **Nondiscrimination.** You are entitled to exercise the rights described above free from discrimination. This means that you will not be penalized for exercising your rights by taking actions, such as denying services; increasing the price/rate of services; decreasing service quality; or suggesting that you may be penalized as described above for exercising your rights.

How to exercise your rights

You may exercise your California privacy rights described above as follows:

- **Right to opt-out of the “sale” of your Personal Information.** We do not independently sell your Personal Information. However, in some cases, we provide your Personal Information to third parties as directed by an agent or broker in connection with a real estate transaction. The third parties who receive your Personal Information via these arrangements may use it solely to invite you to utilize services that are ancillary to a real estate transaction (such services to be referred to herein as “Ancillary Services”). Examples of Ancillary Services include, but are not limited to, escrow services and home inspection services. In some cases, we may be paid by providers of Ancillary Services. California law may classify these transfers of your personal information as “sales” of your Personal Information. As such, you can request to opt-out out of this “sale” of your

personal information as described above here: [Do Not Sell My Personal Information](#), or by calling 1-844-947-5644.

- **Right to information, access and deletion.** With respect to information collected by a third party who is a user of our products, you can request to exercise your information, access and deletion rights **by contacting the person or entity who collected your personal Information, typically an agent or brokerage involved in a real estate transaction.** They will pass your request on to us for appropriate action. That person will need to confirm your identity and California residency to process your requests to exercise your information, access or deletion rights. They cannot process your request if you do not provide us with sufficient detail to allow us to understand and respond to it.

Collection of Personal Information

In most cases, we are a “Service Provider” under CCPA, because it is the users of our products who are collecting and using your Personal Information, and who “determine[] the purposes and means of the processing” of your Personal Information. Users of our products are typically agents and brokerages involved in real estate transactions. You should consult the privacy policy of the agent or brokerage who collected your Personal Information for information about what Personal Information they collect and the uses to which they put such personal information.