

Terms of Service of SignOnTheGo®

This Terms of Service was last updated on 25 March 2022

1. Definitions

“Platform” shall mean the website www.signonthego.us, <https://app.signonthego.us/>, the SignOnTheGo® iOS and Android Mobile applications, and any other app interface (owned by the Company) on any other platform which may allow You to access and/or use SignOnTheGo®;

“Company,” “We,” “Us,” or “Our” includes any other companies that are the Company’s subsidiaries and affiliates.

“Content” means and includes, without limitation, any information, files, data, text, User profiles, software, tags, graphics, analytics, and interactive features generated, provided, or otherwise made accessible or inputted either by You or by Us or Our partners or Sponsors on or through the platform.

“You” or “User” or “Consumer” shall mean any registered user of SignOnTheGo®, or his/her representatives or affiliates who are registered on the platform.

THESE TERMS AND SERVICES DESCRIBE THE LEGAL AGREEMENT BETWEEN YOU AND NEXGEN SOFTWARE, LLC. (THE “COMPANY”) WHICH GOVERN YOUR ACCESS TO AND USE OF THIS SITE (THE “SITE”). BY USING THE SITE, REGISTERING FOR COMPANY’S SERVICES, OR DOWNLOADING OR USING THE APP, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SITE, SERVICES AND APP. YOU MUST BE 18 YEARS OLD TO USE THE SITE, SERVICES AND APP. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” WILL REFER TO SUCH ENTITY.

This Platform is owned and operated by NexGen Software, LLC. (the “Company”), a company incorporated under the laws of the United States of America and having its registered office at 18 Blackjack Road, Fredericksburg, VA. The Company is involved in the business of providing Software as a Service (SaaS) solution to edit, sign, fully execute and send agreements or official documents, track changes, and archiving legally-binding documents. The Company requests You to carefully go through these terms of conditions (“Terms of Service” or “ToS”) prior to using SignOnTheGo® or accessing the platform. If You explicitly agree to these ToS and

thereafter browse and use the Platform, You will be assumed to irrevocably and unconditionally agree to comply with, abide by and be bound by all the obligations as stipulated in this ToS (unless otherwise explicitly made optional), which together read with our Privacy Policy and any other applicable policies referred to herein or made available on the Platform, shall govern the Company's relationship with You with regards to the Platform. After Your initial confirmation/consent to these ToS, the same will be assumed to continue until You explicitly withdraw Your consent by notifying the Company of the same in writing. These ToS apply to the entire Platform. These ToS supersede all previous oral and written terms and conditions (if any) communicated to You and shall act as binding terms between Company and the Users as defined hereunder.

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE, YOU AGREE TO FOLLOW, AND BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED AND MUST CEASE USING THE SITE IMMEDIATELY.

2. Updates and Communications

We may revise these Terms or any additional terms and conditions which are relevant to a particular SignOnTheGo® service from time-to-time to reflect changes in the law or to the SignOnTheGo® Services. We will post the revised terms on the site with a "last updated" date. PLEASE REVIEW THE SITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE SIGNONTHEGO® SERVICES AFTER THE REVISIONS ARE IN EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS OF SERVICE. You agree that we shall not be liable to You or to any third party for any modification of the ToS.

You agree to receive electronically all communications, agreements, and notices that we provide in connection with any SignOnTheGo® Services ("Communications"), including by e-mail and in-app notifications, or by posting them on the Site or through any SignOnTheGo® Services. You agree that all Communications that We provide to You electronically satisfy any legal requirement that such Communications be in writing, and You agree to keep Your account contact information current.

3. User Types

Your use of services through the Site and the App and Your access to support (together "Services") are based on the following user levels:

"Visitor" – User who accesses the Site but does not register

"Registered User" – User who signs up for an account with the Company

"Member" – Registered User who purchases a membership plan

The Company, at its sole discretion, will provide users access to certain Services at no cost ("Free Services"). If You are a Registered User or Member. Per the Site's membership plan

descriptions, Company will have the right to provide, control or limit access to certain features, volume and/or time based on the plan that You select if deemed necessary. The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice.

4. Content Ownership

Services consist of online tools for managing and manipulating documents, communications thereof, and any data contained therein (collectively “Content”). You own and will retain ownership of all right, title, and interest in Your Content uploaded to the Services including intellectual property rights therein. The Company claims no ownership rights in Your Content. Company may provide links to publicly available content to use with the Services but is not responsible in any manner for such publicly available content. However, You are responsible for ensuring that any Content (as well as any publicly available content) that You use on the Services complies with United States copyright laws as well as applicable privacy laws and export laws. All Your Content stored on the Services is encrypted and the Company does not have the ability to screen Your Content, but the Company has the right (but not the obligation) in its sole discretion to remove all or part of Your Content from the Services if necessary or if it is required by government officials with proper documentation from the courts of law. If You are an administrator for Your account, then You are responsible for the Content and activities of Your users.

In connection with Your use of the Services You agree that the following is expressly prohibited:

- any Content that defames, abuses, harasses, stalks, threatens, or violates the legal rights of others;
- any Content that contains explicit or obscene language or sexually explicit images;
- any Content that uses racially, ethnically, or otherwise offensive language;
- sending altered, deceptive, or false source-identifying information, including “spoofing” or “phishing”;
- misrepresenting yourself or affiliation with an entity;
- infringing the intellectual property rights of a third party;
- or violating or encouraging others to violate any applicable laws or regulations.

The Company may provide Content, such as templates and/or forms, for You to use solely with the Services. The Company owns and will retain ownership of all rights, title, and interest in its Content including intellectual property rights therein. You may claim no ownership of Company Content.

If You are a user of Content posted by a third party on the Services (“Third-Party Content”), You acknowledge that the Company does not approve, endorse, monitor, verify, nor take responsibility for any such Third-Party Content. You agree that the third party posting the Third-Party Content is solely responsible for the Content and that the Company is not liable for any Third-Party Content. THE COMPANY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH REGARD TO THIRD PARTY CONTENT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

5. Limited Use License

The Company hereby grants You a limited, revocable, non-exclusive, non-transferrable (except as provided below) license to use the Services (including Company Content therein) solely for Your personal or internal business use during the term of this Agreement. You acknowledge that Company reserves all rights relating to the Services not expressly granted to You herein. You will not nor permit anyone else to:

- share Your login ID for the Services with other users (each user must have their own login ID) or any other person;
- reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services;
- copy, reproduce, modify, translate, or create derivative works based on the Services or Company Content;
- rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Services or Company Content;
- use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party;
- use or launch any automated system, including without limitation, robots, spiders, or offline readers, to access the Services;
- use the Services to upload, post, host, or transmit unsolicited email, or “spam” messages, including Commercial Electronic Marketing Messages as defined in US CAN SPAM Act;
- use the Services to transmit any malware, Trojan horses, worms, or viruses or any destructive or malicious code;
- access another user’s account, circumvent standard access to the Services, or attempt to gain unauthorized access to the Services;
- use the Services or Company Content for the benefit of a competitive offering to any of the Services or intentionally harm or discredit the Company or the Services;
- imitate the look and feel of the Services, remove any proprietary notices from Services or Company Content, or duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements of the Services or Company Content.

If You violate any of the license restrictions above, the Company may, in addition to all of its other rights herein and at law and in equity, immediately terminate this Agreement without notice or liability to You. The Company reserves the right to refuse service to anyone for any reason at any time.

6. Registration and Account Integrity

As part of the registration process/for creating Your account, You will need to accept our ToS and provide us with Your name (or the name of Your organization/company), Your phone number, and Your email ID. You will be required to create a password in order to secure and limit access to Your account. We do not have access to and do not at any time request You to provide us with access to Your password unless You have given us explicit written permission to access Your account pursuant to a request for assistance or support.

It is Your responsibility to ensure that the information You provide is accurate, secure, and not misleading. You cannot create an account username and password using (i) the names and information of another person; or (ii) using words that are the trademarks or the property of another party (including ours); or (iii) words that are vulgar, obscene or in any other way inappropriate. At the time of creation and each time You access Your account thereafter, we track Your IP address solely for the purposes of determining the geographical location from which You are accessing the Platform.

On the creation of Your account, You can modify Your login credentials at any time. If for any reason You suspect that Your username and password has been disclosed to or obtained by another party, You should contact us immediately so that we may work with You to restore the integrity of Your account.

7. Usage of Your Content and Information

If You create, transmit, submit, display, or otherwise make available any information and Content while using SignOnTheGo®, You may provide only information that You own or have the right to use. Although You remain the sole and complete owner of all information and Content provided and/or uploaded by You on the Platform (including any intellectual property rights in the same), You hereby give us the right and permission to access certain information:

The name of any Documents uploaded by You;
The name and email ID of any third-party/person to whom You send such Documents;
The IP address of the third-party/person who accesses the Document;
Certain analytical information pertaining to Your account (the “Data Trail”), including but not limited to the number of times and the geographic locations from which You have accessed Your account, Your activity on the account (for example, what features You used and what actions You carried out), the number of Documents You have uploaded during the course of

Your usage of SignOnTheGo®, when each such Document was uploaded, and the number of Documents signed and completed by third-parties.

It is necessary and mandatory for us to collect and access the information covered under Sections 6 and 7, for us to be able to provide You with any part of the services. Should You choose not to provide any of the information or not to allow us to access any of the same, You will be unable to access or use any part of SignOnTheGo®.

We may use the above information for as long as Your account is active and in use, and only as specified/permitted by our Privacy Policy and by applicable law. For example, we will never share Your personally identifiable information without Your prior explicit permission. Please closely review our Privacy Policy for more information regarding how we use and disclose Your personal information. Our Privacy Policy is hereby incorporated into these ToS by this reference.

Once Your account is deleted, You hereby give us permission to continue storing and using the Data Trail in any way that we deem fit. Additionally, we may continue to store any other information as may be required by applicable law for the purposes of record retention. While we make commercially reasonable efforts to ensure that the data stored on our servers is persistent and always available to the User, we will not be responsible in the event of failure of the third-party servers or any other factors outside our reasonable control, that may cause the User data to be permanently deleted, irretrievable, or temporarily inaccessible.

8. Excessive Usage and Limitation

If Your usage of the Services significantly exceeds the average member (per the Company's analysis), then the Company may temporarily disable Your use of the Services. If Your use is excessive to the point that it could damage, disable, overburden, or impair Services or interfere with any other member's use and enjoyment of the Services, then the Company may immediately disable Your use of the Services. For the purposes herein, unless You specifically have been given permission by the Company for excessive usage. This means bandwidth in excess of 350MB/month per account per month, or file sizes in excess of 20 MB.

9. Confidential Information Protection

If You are a Registered Member/User, You and the Company may share confidential information. "Confidential Information" means proprietary information, including, without limitation, non-public product, technical and business information, and Your usage data from the Services, received by a party during, or prior to entering into, this Agreement that is either marked confidential or that the receiving party should reasonably know is confidential or proprietary given the circumstances. Either party may disclose the existence of this Agreement,

but any non-public pricing or terms for Services will be considered Confidential Information. "Confidential Information" will not include any information which a party can demonstrate: (a) was previously known to the other party; (b) is or becomes publicly available, through no fault of such other party; (c) is disclosed to such other party by a third party having no obligation of confidentiality to the party which originated the Confidential Information; (d) is disclosed by its owner to any third party without obligation of confidentiality; or (e) is independently developed by such other party without reference to the Confidential Information. The receiving party of Confidential Information agrees to (i) protect the secrecy of and to avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own Confidential Information and in no event less than reasonable care, and (ii) use Confidential Information only as necessary to fulfill its obligations and exercise its rights under this Agreement. Upon termination or expiration of this Agreement, at either party's request the other party will return or destroy all written materials that contain any Confidential Information of the other party and will certify that has returned or destroyed such confidential information. Either party may disclose confidential information pursuant to subpoena or other request from law enforcement agency.

10. Responsibility of Internet Services and Computer and Mobile Devices

Services depend on third-party network and Internet providers and device manufacturers that are outside of the Company's control. You acknowledge that the Company will not be responsible or liable for performance or non-performance as a result of such networks or devices. You understand that the processing and transmission of the Services, including Your Content, may involve transmissions over various networks and unencrypted transfer to a network or device. You understand that the third-party networks or devices may change their technical requirements interfering with the operation of the Services.

11. Service Warranty

The Company warrants solely to members that the Services (excluding Third-Party Content) will:

operate substantially in conformance with the specifications on the Site or The Company's listing pages for Apps;
not, to the Company's knowledge, infringe any United States patent, copyright, or trade secret;
be provided via an infrastructure that conforms to commercially reasonable security practices (as documented on the Sites)
enable Your compliance with Electronic Signatures in Global and National (ESIGN) Commerce Act through valid mechanism for capturing and retaining Electronic Signatures;
and if the Company is providing You professional services under this Agreement, that all personnel assigned to perform such services will be qualified to perform their assigned duties.

Any third-party services licensed by Company and provided in Services to You under this Agreement (“Third-Party Services”) are subject to warranties contained herein only to the extent that they have been provided by such third-party licensor (“Licensor”) to the Company and are conveyable to You. Licensors are intended to be third party beneficiaries of this Agreement. To the extent permitted by applicable law, Licensors disclaim all liability for any damages arising from Your use of Third-Party Services.

12. Services are Provided As-Is

EXCEPT AS EXPRESSLY PROVIDED IN ABOVE IN SECTION 11 AND THE MEMBERSHIP PLANS PAGE, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND THE COMPANY DISCLAIMS ALL CONDITIONS, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. COMPANY AND ITS LICENSORS DO NOT WARRANT THAT SERVICES WILL MEET ANY OF YOUR SPECIFIC REQUIREMENTS OR BE ACCURATE, RELIABLE, SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE, OR INTEROPERATE WITH ANY OTHER HARDWARE OR SOFTWARE. ANY USE OF THE SERVICES TO ENGAGE IN TRANSACTIONS OR COMMUNICATE WITH ANY CONTACTS OR OTHER THIRD-PARTY IS AT YOUR SOLE RISK. FOR THE PURPOSE OF SECTIONS 12 AND 13, REFERENCE TO SERVICES SHALL INCLUDE COMPANY CONTENT AND THIRD-PARTY SERVICES THEREIN.

13. Agreement of Parties to Limit Liability

EXCEPT FOR YOUR BREACH OF ANY OF YOUR OBLIGATIONS IN SECTION 4 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS OR GOODWILL, LOST DATA OR CONTENT, DATA BREACHES, LOST CUSTOMERS, BUSINESS INTERRUPTION OR REPLACEMENT SERVICES, IN CONNECTION WITH THE SERVICES OR FROM YOUR USE OF OR INABILITY TO USE SERVICES HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, WHETHER OR NOT SUCH PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT THE REMEDIES PROVIDED FOR HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU TO COMPANY DURING THE 6-MONTH PERIOD BEFORE THE DATE ON WHICH ANY CLAIM AROSE.

YOU ACKNOWLEDGE THAT THE EXCLUSIONS, DISCLAIMERS AND LIMITATIONS IN SECTIONS 12 AND 13 OF THIS AGREEMENT ARE AN ESSENTIAL PART OF THIS AGREEMENT, INCLUDING THE ALLOCATION OF RISKS THEREIN, AND ARE THE BASIS FOR ENABLING COMPANY TO OFFER THE SERVICES TO YOU FOR THE FEES SPECIFIED.

YOUR JURISDICTION MAY NOT ALLOW THE EXCLUSION OF WARRANTIES OR LIMITATION OF LIABILITY ABOVE, SO THE LIMITATIONS OR EXCLUSIONS OF SECTIONS 13 AND 14 OF THIS AGREEMENT MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE COMPANY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. Indemnification Obligations

You will defend, indemnify, and hold Us, Our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third-party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) Your access to and use of the Site; (b) violation of these Terms by You or Authorized Members/Users, as applicable; (c) infringement of any intellectual property or other right of any person or entity by You; (d) the nature and content of all Customer Data processed by the SignOnTheGo® Services; or (e) any products or services purchased or obtained by You in connection with the Site.

NexGen Software, LLC. retains the exclusive right to settle, compromise and pay, without Your prior consent, any and all claims or causes of action which are brought against Us. We reserve the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify Us and You agree to cooperate with Our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which You have indemnity obligations without Our prior written consent. We will use reasonable efforts to notify You of any such claim, action or proceeding upon becoming aware of it.

15. Force Majeure

Except for any payment obligations, neither You nor SignOnTheGo® will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

16. Agreement to Pay Fees Owed for Services Provided

You acknowledge that the Company may change its fees and/or fee structures for Services from time to time in its discretion, including instituting fees for use of Services that were formerly included in Services or other functionality on the Site or the App without liability to You. The Company will post notice of such changes on the Site or the App. Any pricing changes to Your paid Membership Services will be effective as of Your next Membership Period and not impact Your current Membership Period. You agree that Your continued use of all or part of the

Services will be subject to Your payment of any applicable fees. The Company shall not be liable to You or to any third-party for any modification, price change, suspension, or discontinuance of the Services.

If You are a Member, You shall pay the Company all fees associated with Your membership ordered as set forth in the membership section of Your user profile or in the signed and accepted order form, whether or not You use any or all of the Membership Services to which You are entitled. Prior to accessing Your Membership Services, You must provide the Company with a valid credit card, PayPal account, or other form of payment acceptable to the Company. Member agrees to pay the Company (a) any one-time professional service fees specified in Your order upon activation of Your Membership Service, (b) the base fees for Your Membership Level in advance, e.g., Annual Membership.

If You provided a credit card, PayPal, or other automatic electronic payment method (Your “ePayment Account”), You agree that the Company may charge Your ePayment Account for all fees for Your Membership Services as they are incurred including renewal payments on the last day of each Membership Period. If You are invoiced by the Company, You agree to pay all such invoices with thirty (30) days of the date of the invoice. All fees are payable in United States dollars and are non-refundable. Members agree to provide the Company with complete and accurate billing and contact information and keep it up-to-date throughout the term of the Agreement.

If the Company fails to receive payment from You by the due date, the Company may, in its sole discretion, suspend Your use of Membership Services and delete Your account. Member will reimburse the Company for all reasonable attorneys’ fees and costs incurred to collect past due amounts.

17. Handling of EU Personal Data

With regard to processing of personal data located in the European Economic Area (including the United Kingdom as of the Last Modified Date of these Terms) by the Company solely on Your behalf, the terms of the Data Processing Addendum shall apply.

The following terms have the meanings given in the General Data Protection Regulation (EU) 2016/679: “personal data”, “data subject” and “process”). To the extent You are an individual, You hereby expressly grant consent to the Company to:

(a) process Your personal data (including sensitive personal data) in accordance with the Privacy Policy and to collect, use, and disclose such personal data in order deliver Services and otherwise in accordance with the terms herein;

(b) disclose Your personal data (including sensitive personal data) to the categories of recipients described in the Privacy Policy;

(c) transfer Your personal data (including sensitive personal data) throughout the world, including to the United States and other countries that do not ensure adequate protection for personal data (as determined by the European Commission); and

(d) disclose Your personal data (including sensitive personal data) to comply with lawful requests by public authorities, including to meet national security or law enforcement requirements.

18. Agreement Effective Date

If You are a Visitor or User of Free Services, the Agreement will remain in full force and effect while You use the Services, except that the Company or You may terminate this Agreement at any time for convenience without liability or notice.

If You are a Member, the Agreement will be effective as of the earlier of either (i) the date that You accept this click-thru Agreement or (ii) the date that You signed a sales order with end of the Membership Period specified in your applicable order form, or, if no term is specified, until the Agreement is terminated by either party. This Agreement will, upon the expiration of your initial Membership Period, automatically renew for successive Membership Periods equal in duration to your initial term, or, if no term is specified, the Agreement term will renew on a month-to-month basis unless either party notifies the other prior to the end of the then current Membership Period that it has elected not to renew the Services. If You are an individual Member or an administrator for the account, You may notify the Company of such non-renewal by (a) logging into the Services and cancelling your account through your account settings or (b) contacting the Company support and receiving written confirmation by the Company of Your request. If You or the Company elects not to renew the Services before the end of your current Membership Period, You will not be charged for Subsequent Periods.

The Company may terminate the Agreement or suspend your use of Membership Services if (a) You violate any term of the Membership. You may terminate the Agreement and Your Membership to the Services if the Company materially breaches or otherwise fails to comply with this Agreement and has not cured such breach within fifteen (15) days of the Company's receipt of written notice from You specifying the alleged breach.

19. Termination

Upon termination, (a) The Company will no longer be obligated to provide You the Services, (b) Your account and Your Content contained therein will no longer be accessible by You, (c) You will immediately stop using Services, and (c) all licenses and other rights granted to You under the Agreement will immediately cease. The Company will not be liable to You or any third party for termination of this Agreement or any termination or suspension of your use of the Services. If You are a Member, termination by the Company will not result in any refund of fees for the current Membership Period and You are still obligated to pay any outstanding, unpaid fees.

YOU ACKNOWLEDGE THAT YOUR CONTENT WILL BE DELETED FROM THE SERVICES UPON THE TERMINATION OR UPON THE EXPIRATION DATE OF YOUR CANCELLED MEMBERSHIP. THIS INFORMATION CANNOT BE RECOVERED ONCE DELETED. IF YOU ARE NOT A REGISTERED USER, COMPANY WILL NOT STORE CONTENT ON YOUR BEHALF.

20. Arbitration

IN THE EVENT OF A DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR TO THE COMPANY, THE COMPLAINING PARTY SHALL NOTIFY THE OTHER PARTY IN WRITING THEREOF. WITHIN THIRTY (30) DAYS OF SUCH NOTICE, BOTH PARTIES SHALL MEET AT AN AGREED LOCATION OR VIA PHONE CONFERENCE OR OTHER PHONE OR INTERNET SERVICE TO ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. SHOULD THE DISPUTE NOT BE RESOLVED WITHIN THIRTY (30) DAYS AFTER SUCH NOTICE, THE COMPLAINING PARTY SHALL SEEK REMEDIES EXCLUSIVELY THROUGH ARBITRATION, IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT TO THE EXTENT APPLICABLE. THE DEMAND FOR ARBITRATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE OR OTHER MATTER IN QUESTION HAS ARISEN, AND IN NO EVENT SHALL IT BE MADE AFTER THE STATUTE OF LIMITATION FOR THE AFORMENTIONED CLAIMS HAS LAPSED. EACH PARTY SHALL BEAR ITS OWN COSTS AND FEES FOR THE ARBITRATION. THE ARBITRATORS' AWARD SHALL BE THE SOLE AND EXCLUSIVE REMEDY BETWEEN THE PARTIES.

21. Class Action Agreement

ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A COLLECTIVE OR CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS ("CLASS ACTION WAIVER"). CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES. THIS WAIVER OF JURY TRIAL SHALL REMAIN IN EFFECT EVEN IF THE CLASS ACTION WAIVER IS LIMITED, VOIDED OR FOUND UNENFORCEABLE.

22. General Provisions for the Parties Concerned

The Agreement does not establish the parties as business partners or agents of the other, and neither party has the right to bind the other on any third-party agreement.

Each party may enforce each of its respective rights under the Agreement even if the party has waived the right or delayed or failed to enforce the same or other rights in the past. All waivers must be in writing and signed by the party waiving its rights.

If any part of the Agreement is found unenforceable by a court of competent jurisdiction, the rest of the Agreement will nonetheless continue in effect, and both parties agree that the unenforceable provisions will be modified so as to best accomplish the objectives of the Agreement within the limits of applicable law.

To the extent permitted by applicable law, both parties rights and remedies provided herein are cumulative and in addition to any other rights and remedies at law or equity.

The captions in the Agreement are for convenience only and are not part of the Agreement. The use of the word “including” in the Agreement shall be read to mean “including without limitation.”

Neither party may assign any of its rights or obligations hereunder, except in connection with a merger or acquisition. The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto.

Both parties agree that any notices, agreements, disclosures, or other communications that the other party sends to it electronically will satisfy any legal communication requirements, including that such communications be in writing, provided that any communication to You is sent to the email address provided on your account and that any communication to Company is sent to the applicable email address specified in the Agreement.