



## Terms of Service

Last updated: November 1, 2021

THESE Terms of Service (the “Terms”) govern access to and/or use of

1. DocuX website(s) (“Website”); and
2. DocuX Services as defined in Section 1.1 below.

THESE Terms constitute a binding agreement between DocuX, Inc., a Delaware Corporation (“DocuX”, “we” or “us”); and

1. Website visitors (Website Visitor); and/or
2. Individuals or entities who purchase DocuX Services (“Subscription”) or create an Account (“Account”) and their authorized users (Collectively “Customers”).

Website Visitors, Customers and DocuX are each a “Party” and collectively the “Parties”.

We may, in our sole discretion, modify the Terms via email or by posting notice on any part of the Website or DocuX Services. The “Last Updated” date at the top of the Terms indicates when the latest modifications were made to the Terms. The then-current version of the Terms will supersede all earlier versions. By continuing to access and use the Website or DocuX Services, you agree to any such modifications. In addition, when using services or features, you may be subject to any guidelines or policies applicable to such services that may be posted from time to time, including but not limited to the [Acceptable Usage Policy](#) or the [Privacy Policy](#). All such guidelines or policies are hereby incorporated by reference into these Terms. If you have any comments or questions, or wish to report any violation of the Terms, you may contact us at [support@docux.ai](mailto:support@docux.ai).

### 1. OVERVIEW

#### 1.1. Introduction

DocuX is a cloud hosted, document lifecycle management platform including electronic and digital signature services. Customers can use our platform to-

- a. Create various types of documents, such as sales and service contracts, sales/service orders, employee communications including employment letters, legal agreements and communications, finance, and other documents.
- b. Collaborate with internal and external stakeholders on the documents for negotiation and finalization via sharing, chat, comments, workflow, and other collaborative features.
- c. Conclude the documents by way of document locking or electronic signature; and
- d. Control documents, lifecycle, and outcomes by way of insights and analytics, document and platform settings, storage and retrieval in the cloud, audit trails and search facilities.

All the above services are collectively called “DocuX Services”. DocuX Services shall also include a) the service or providing any corresponding APIs, documentation or software that may be made available by us in connection with such service; b) any onboarding assistance provided; and c) subsequent enhancements, updates and bug fixes to the foregoing made generally available by us.

#### 1.2. Definitions

“Account-Related Information” means contact information and biographical information about Website Visitor, Customer and/or Customer’s representatives used to access Website or DocuX Services.

“Customer Content” means (i) data, digital documents and any other information or content of Customer and Website Visitor to which we have access; and (ii) any other data, digital documents and any other information or content Customer or Website Visitor submits to us, or we generate for Customer in connection with the use of the DocuX Services (not including Account-Related Information).

“Claims” mean, collectively, claims, demands, suits, losses, damages, liabilities, costs, actions, judgments, and expenses (including reasonable attorney’s fees).

“Documentation” means the technical user documentation provided on Website or within DocuX Services.

“eSign” means the online, on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for digital documents.

“Laws” means all applicable local, state, federal, foreign, and international laws, regulations, and conventions, including, without limitation, those related to data privacy and data disclosure, data security, international communications, and cross-border data transfers.

“Permitted Users” means Website Visitors, you and your employees, contractors, and Affiliates to whom the access to Website and/or use of DocuX Services is permitted. You may permit individuals serving as its independent contractors and consultants who are not our competitors (“Contractors”) and individual employees, Contractors, or consultants of Affiliates to serve as Permitted Users, provided you remain responsible for compliance by each such Permitted User with the Terms. “Affiliate” means any entity controlling, controlled by, or under common control with the referenced entity, where the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or otherwise.

“Personal Information” means any information that identifies, relates to, describes, or is capable of being associated with, or could reasonably be linked, directly or indirectly, to an identified or identifiable living natural person, including but not limited to: (i) Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier Internet Protocol address, email address, account name, social security number, driver’s license number, government identification card number, passport

number, or other similar identifiers; or (ii) information defined as “personal information,” “personally identifiable information,” “personal data,” or similar expressions under applicable privacy or data security Law.

“Signer” means a person designated to access and/or act upon digital documents sent to such individual via eSign.

## 2. WEBSITE AND DOCUX SERVICES

### 2.1. Access and usage

- a. Subject to these Terms, we will provide the DocuX Services to you in accordance with the subscription plan, and we grant you a limited non-exclusive, non-transferrable, world-wide right and license during the Term, solely for your internal business purposes and in accordance with the Documentation, to: (a) use the DocuX Services; (b) implement, configure, and, through its Account Administrator(s), permit its Permitted Users to access and use the DocuX Services up to any applicable limits or maximums; (c) access and use the Documentation; and (c) take such steps, in accordance with the functionality of DocuX Services, that you deem adequate to maintain appropriate security, protection, deletion, and backup of Customer Content including digital documents, which include controlling the management of Permitted Users’ access and credentials to DocuX Services including eSign, and controlling the archiving or deletion of digital documents whether executed via eSign or not. You acknowledge that we have no obligation to protect Customer Content, including Personal Information, that you elect to store or transfer outside of DocuX Services.
- b. For using DocuX Services, you must register and create an account (“Account”). Creation of Account may require you to (i) provide your contact information; (ii) submit any form of authentication during registration process, as may be determined by us; and (iii) indicate your agreement to the Terms. You should not create an Account and/or use the DocuX Services if you have been previously removed by us and/or banned from the DocuX Services for any reason. You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select and/or use a username or name of another person with the intent to impersonate that person; (ii) use as a username a name that is otherwise offensive, vulgar and/or obscene; and (iii) use as a username a name subject to any rights of a person other than you without appropriate authorization.
- c. DocuX Services facilitates creation, collaboration, storage, and execution of digital documents via eSign between parties to these documents. Nothing in this Terms may be construed to make us a party to any digital documents processed through DocuX Services, and we make no representation or warranty regarding the transaction sought to be effected by any digital document.
- d. You acknowledge that you have exclusive control over and responsibility for the content, quality, and format of any digital document. All digital documents along with any messages or metadata stored by us on the system are maintained in an encrypted form, and we cannot read or control the contents.
- e. Certain types of documents, contracts, agreements may be excepted from electronic signature laws or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. You agree that we are not responsible or liable to determine whether a particular digital document is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally executed or concluded by electronic signatures.
- f. We are not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws, regulations or legal or administrative processes.
- g. Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more “consumers,” such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. We do not and are not responsible to: (i) determine whether any particular transaction involves a “consumer;” (ii) furnish or obtain any such consents or determine if any such consents have been withdrawn; (iii) provide any information or disclosures in connection with any attempt to obtain any such consents; (iv) provide legal review of, or update or correct any information or disclosures currently or previously given; (v) provide any such copies or access, except as expressly provided in the Documentation for all transactions, consumer or otherwise; or (vi) comply with any such special requirements. You undertake to determine whether any “consumer” is involved in any digital document presented by its Permitted Users for processing, and, if so, to comply with all requirements imposed by law on such digital documents or their formation.
- h. If your Account is suspended or terminated for violation of these Terms, you may not subscribe under a new Account unless specifically allowed by us. You agree that we shall not be liable to you or to any third party for any suspension and/or termination of your Account or any refusal of access.
- i. You agree that its assigned Account Administrator(s) has authority to provide us with and accept from us any required authorizations, requests, or consents on your behalf with respect to your Account.
- j. You agree that you are solely responsible for the accuracy and appropriateness of instructions given by you and your personnel to us in relation to the DocuX Services, including without limitation instructions through its Account as made by the assigned Account Administrator.
- k. You agree that it is your responsibility to decide which data and Customer Content to submit to DocuX Services. Unless otherwise required by you, any Customer Content will be retained subject to our data retention policies and confidentiality obligations under the Terms. You specifically acknowledge that we are not obliged to maintain a backup of any data and that

we may not always be able to restore such data in case deleted at your request. You further acknowledge and agrees that we and our designees shall have the right to remove any Customer Content that violates these Terms or is otherwise objectionable in our sole discretion. You acknowledge that we do not verify, adopt, ratify, or sanction Customer Content, and you agree that you must evaluate and bear all risks associated with your use of Customer Content.

- l. Your Account is non-transferable and may not be sold, combined and/or otherwise shared with any other person. You are fully responsible for all activities that occur under your Account and for other actions taken in connection with your Account. Maintaining security of your Account is solely your responsibility. You should never publish, distribute, share and/or post login information of your Account. You must notify us immediately of any breach of security and/or unauthorized access to and/or use of your Account.
- m. You may assign and expressly authorize a Permitted User(s) as its agent to manage your Account, and management of your Account includes, without limitation, configuring administration settings, assigning access and use authorization, requesting different or additional services, providing usage and performance records, managing templates, executing approved campaigns and events, assisting in third-party product integrations, and accepting notices, disclosures, and terms and conditions (“Account Administrator”).

**2.2. Trial Access**

If you receive free access or a trial or evaluation subscription to DocuX Services (“Trial Access”), then you may use such DocuX Services in accordance with the Terms for a period of fourteen (14) days or such other period granted by us (the “Trial Period”). Trial Access is permitted solely for your use to determine whether to purchase a paid subscription of the DocuX Services. Certain Trial Access may include pre-release and beta services or components (“Beta Releases”). Trial Access may not include all functionality and features accessible as part of a full paid subscription. If you do not purchase a paid subscription, the Terms, and your right to access and use the paid DocuX Services will terminate at the end of the Trial Period and you may be moved to free DocuX Services. AT THE END OF THE TRIAL ACCESS, ALL CUSTOMER CONTENT MAY BE PERMANENTLY LOST UNLESS YOU: (a) PURCHASE A PAID SUBSCRIPTION TO DOCUX SERVICES THAT IS GREATER THAN OR EQUAL TO THOSE COVERED BY THE TRIAL ACCESS; OR (b) EXPORT SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN TERMS, WE WILL HAVE NO WARRANTY, INDEMNITY, SERVICE LEVEL, OR SUPPORT OBLIGATIONS WITH RESPECT TO TRIAL ACCESS, AND IF YOU HAVE A TRIAL ACCESS, YOU WAIVES ALL CLAIMS (defined above) AGAINST US ARISING OUT OF THE TRIAL ACCESS, THE USE OF THE DOCUX SERVICES, AND THE TERMS.

**2.3. Privacy practices and data protection**

Our privacy practices regarding Personal Information stored using the Website and/or DocuX Services are governed by the then-current version of our Privacy Policy (“Privacy Policy”) posted at <https://www.docux.ai/legal/privacy.html>, as it is amended from time to time, and which is incorporated by reference herein. If you wish to store, transmit, or otherwise process Personal Information about a citizen of either a member state of the European Economic Area or of Switzerland using the DocuX Services or by transmitting it to us, whether that is Account-Related Information or Customer Content, the Data Protection Addendum found [here](#) shall be applicable for the processing of any Personal Information.

**3. CUSTOMER REPRESENTATIONS**

- a. By accessing Website or using DocuX Services, you accept and agree to be abide by these Terms. If you are accessing Website or using DocuX Services on behalf of an organization or legal entity, you are agreeing to the Terms for that organization (in which event, “you”, “your” or “Customer” will refer to that organization or legal entity) and representing to us that you have the authority to bind that organization or legal entity to the Terms unless that organization has a separate written contract in effect with us (an “Agreement”), in which event the Agreement shall govern your use of the Website and DocuX Services.
- b. You represent and warrant that you are: (a) of legal age (18 years of age or older or otherwise of legal age in your resident jurisdiction) and competent to agree to these Terms; and (b) you (or your Permitted Users, as applicable) are not and will not be when using the Website and/or DocuX Services located in, under the control of, or a national or resident of a U.S. embargoed country or territory and are not a prohibited end user under Export Control Laws (as defined in Section 11.11).
- c. Except as expressly specified in the Terms, you will not (and you will not permit any third party to): (i) rent, lease, provide access to, resell, or sublicense the DocuX Services to a third party or provide the DocuX Services to a third party as a managed service; (ii) use the DocuX Services to provide, or incorporate the DocuX Services into, any product or service provided to a third party; (iii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the DocuX Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to us); (iv) copy or modify the DocuX Services or any Documentation, or create any derivative work from any of the foregoing; (v) remove or obscure any proprietary or other notices contained in the DocuX Services (including any reports or data printed from the DocuX Services); (vi) frame and/or utilize framing techniques to enclose any trademark, logo, and/or other portion of the DocuX Services (including images, texts, page layout, form); (vii) use any meta tags and/or other “hidden texts” using DocuX name and/or trademarks; (viii) use any manual and/or automated software, devices and/or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars or the like) to “scrap” and/or download data from any pages contained in the DocuX Services (ix) take any action that imposes or may impose an unreasonable and/or disproportionately large load on our (and/or our third party providers’) infrastructure and platform; (x) use the DocuX Services for any unlawful purpose and/or to violate any federal, state or international law; (xi) run any form of auto-responder and/or “spam” on the DocuX Services.

**4. CONFIDENTIALITY**

- a. “Confidential Information” or “CI” shall mean non-public confidential or other proprietary information that is disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) under these Terms or is obtained by the Receiving Party in connection with its dealings with the Disclosing Party. CI shall not include information that: (i) is in the Receiving Party’s possession

without restrictions of confidentiality prior to receipt from the Disclosing Party, (ii) is or becomes public knowledge other than due to disclosure by the Receiving Party, (iii) became known to the Receiving Party from a source other than the Disclosing Party other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party, if such development was accomplished without the use of the Disclosing Party's CI. All information provided to us that is not CI will be treated in accordance with our Privacy Policy.

- b. The Receiving Party shall (i) not disclose to any third party any portion of the CI it receives from the Disclosing Party without the prior written consent of the Disclosing Party; (ii) not use or exploit the CI in any way except for the purpose of internal review of the CI to evaluate the Transaction, to perform the agreement embodying the Transaction, or as otherwise specifically licensed by the Disclosing Party; (iii) promptly return or destroy, at the Disclosing Party's option, all materials and documentation comprising or containing the CI received from the Disclosing Party upon completion of the review or use, or upon request of the Disclosing Party; (iv) take all reasonably necessary precautions to protect the confidentiality of the CI received hereunder and exercise at least the same degree of care in safeguarding the CI as the Receiving Party would with its own confidential information, but in no event less than a reasonable degree of care; (v) disclose CI to employees or Representatives only if they have a need to know the CI; (vi) cause its employees or Representatives who receive access to CI to abide by the restrictions and terms of these Terms; and (vii) promptly advise the Disclosing Party in writing upon learning of any unauthorized use or disclosure of the CI. "Representative" means an agent, attorney, accountant, financial advisor, contractor, or other representative of the Receiving Party outside the Receiving Party's organization. The Receiving Party shall not disclose any CI of the Disclosing Party to a Representative of the Receiving Party unless the Representative is either (i) subject to a written confidentiality agreement between the Receiving Party and the Representative obligating the Representative to maintain such CI in confidence, or (ii) otherwise subject to fiduciary obligations of confidentiality under applicable law that would require the confidential treatment of the CI.
- c. Notwithstanding the foregoing, you expressly authorize us to use and process Customer Content and Customer CI as described in our Privacy Policy, which provides for, but is not limited to, delivering electronic documents as indicated by your use of the DocuX Services with individuals who are authorized to view, approve, or sign the documents created by the Permitted User.
- d. If the Receiving Party is required by a government body, court of competent jurisdiction, or judicial or administrative process to disclose any of the Disclosing Party's CI, the Receiving Party shall give the Disclosing Party reasonable advance notice so that the Disclosing Party may contest the disclosure or seek a protective order.
- e. The Receiving Party acknowledges that breach of this Section will cause irreparable harm to the Disclosing Party that is inadequately compensable in damages. Accordingly, the Receiving Party hereby acknowledges that the Disclosing Party is entitled to seek the issuance of any injunctive relief or the enforcement of other equitable remedies against it in any suit by the Disclosing Party to compel performance of any of the terms of this Section.

## 5. INTELLECTUAL PROPERTY

### 5.1. Website and DocuX Services

Website and DocuX Services contain materials that are proprietary and are protected by copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the Website and DocuX Services. You acknowledge that the Website and DocuX Services contain original works that have been developed, compiled, prepared, revised, selected, and arranged by us and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and which constitute valuable intellectual property of ours and such others. All present and future rights in and to trade secrets, patents, designs, copyrights, trademarks, database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or process related thereto, including rights in and to all applications and registrations relating to the Website and DocuX Services, shall, as between you and us, at all times be and remain the sole and exclusive property of ours. You acknowledge that you are obtaining only a limited right to use the Website and/or DocuX Services and that irrespective of any use of the words "purchase", "sale" or like terms in the Terms no ownership rights are being conveyed to you. Further, you acknowledge that the DocuX Services are offered as an on-line, hosted solution, and that you have no right to obtain a copy of it.

### 5.2. Customer Content

As between the parties, you will retain all right, title and interest (including any and all Intellectual Property Rights) that you may have in and to the Customer Content as submitted to, generated by, or accessed through the DocuX Services. Subject to the Terms, you hereby grant to us a non-exclusive, worldwide, royalty-free license to use, copy, store, transmit, modify, create derivative works of and display the Customer Content solely to the extent necessary to provide the DocuX Services. You will ensure that use of DocuX Services and your collection, usage, storage, transmission, and disclosure to us of all Customer Content are at all times in compliance with your privacy policies and all applicable Laws. You are solely responsible for the accuracy and legality of all Customer Content. You represent and warrant to us that you have all necessary rights, consents, and permissions to collect, use, store, transmit, disclose to us, of all Customer Content as contemplated the Terms, and that no Customer Content will violate or infringe (i) any third-party Intellectual Property, publicity, privacy, or other rights or (ii) any Laws. You will not use the DocuX Services with any Customer Content that (i) is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic, indecent, harassing, hateful, religiously, racially, or ethnically offensive, that encourages illegal or tortious conduct or that is otherwise inappropriate; (ii) contains viruses, bots, worms, scripting exploits or other similar materials; or (iii) could otherwise cause damage to us or any third party.

### 5.3. Feedback

You may, from time to time, submit comments, questions, suggestions, or other feedback relating to Website or any DocuX Services to us ("Feedback"). We may use such Feedback in connection with any of its products or services without the need to pay compensation for any use of such Feedback. We treat all Feedback as non-confidential and non-proprietary.

## 6. SUBSCRIPTION PLAN AND PAYMENT TERMS

### 6.1. Subscription Plan

The prices, features, and options of the DocuX Services depend on the Subscription Plan selected as well as any changes instigated by you ("Subscription Plan"). For example: (a) if Account Administrator or you add a Permitted User, we will charge the applicable subscription amount for each additional Permitted User; or (b) if you cross the permitted usage limits or choose to use a feature not part of a particular Subscription Plan, we may charge for additional usage or feature and/or assign you to a new Subscription Plan. We do not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features, usage limits and options in a particular Subscription Plan with a prior notice. You shall not, and shall not permit others, to use the DocuX Services or allow access to them in a manner that circumvents contractual usage restrictions or matrices set forth in these Terms, applicable Subscription Plan or [Acceptable Use Policy](#) incorporated herein by reference.

### 6.2. Payment terms

- a. When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method that you are authorized to use. You must promptly notify us of any change in its invoicing address and must update its Account with any changes related to its payment method. BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, YOU AUTHORIZE US OR OUR AGENTS TO CHARGE ITS PAYMENT METHOD ON A RECURRING (E.G. MONTHLY OR YEARLY) BASIS ("AUTHORIZATION") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF THE DOCUX SERVICES. The Authorization continues through the applicable Subscription Term and any Renewal Term until you cancel the same.
- b. We will provide billing and usage information to you at the time of your selection of the respective Subscription Plan. We reserve the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. You agree to notify us about any billing problems or discrepancies within thirty (30) days after they first appear on your invoice. If You do not bring such problems/discrepancies to our attention within thirty (30) days, you agree to waive your right to dispute such discrepancies.
- c. Except as expressly set forth anywhere in these Terms, all fees are non-refundable. You are required to pay any sales, use, GST, value-added, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on our income. You hereby confirm that we can rely on the name and address set forth in its registration for a Subscription Plan as being the place of supply for Tax purposes. You must make all payments without any setoffs, withholdings, or deduction of any kind. Any late payments will be subject to a service charge equal to 1% per month of the amount due or the maximum amount allowed by law, whichever is less. You will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by us to collect any amount that is not paid when due. Amounts due to us may not be withheld or offset by you for any reason against amounts due from us.
- d. You agree to notify us of any changes to your Account information, Credit Card closure or termination of any Authorization at least thirty (30) days prior to the immediately subsequent billing date. We may, without liability to anyone, disable the password, Account and access to all or part of the DocuX Services if any payment is not received within thirty (30) days after such payment first becoming due and payable under the Terms. In the event of the foregoing, we shall not be obligated to provide any and/or all of the DocuX Services until such fees are paid in full. Accounts that have been terminated may be reactivated if valid payment information is entered and the credit card can be successfully processed for all charges accrued on the Account since the failed credit card charge.

## 7. TERM AND TERMINATION

### 7.1. Term

- a. With reference to DocuX Services, these Term shall begin on the date you accept it and continues until your Subscription Plan expires or your use of the DocuX Services ceases (including as a result of termination in accordance with the Terms), whichever is later.
- b. The Subscription Plan will automatically renew on a monthly or annual basis, depending upon the Subscription Term ("Renewal Term") unless, prior to the end of the current period of effectiveness of the Subscription Plan ("Subscription Term"): (a) you terminate your Account; (b) you set your Account not to auto-renew by logging in to DocuX Services; (c) we decline to renew your Subscription Plan; or (d) these Terms are otherwise terminated as expressly permitted herein. Upon renewal, you agree to pay the then-current applicable fee associated with the Subscription Plan.

### 7.2. Termination for convenience

You may terminate your Account at any time upon at least thirty (30) days' advance written notice to us by logging into DocuX Services. We will not terminate your Account for convenience.

### 7.3. Termination for cause

Either party may terminate these Terms if the other party (a) fails to cure any material breach of the Terms (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days).

**7.4. Refunds**

All Fees paid are non-refundable unless otherwise provided for under the Terms. Notwithstanding anything contained in these Terms, if you terminate annual Subscription Plan within the first thirty (30) days of the initial Subscription Term, you may submit a written request at [support@docux.ai](mailto:support@docux.ai) for a refund of the fees paid for the initial Subscription Term, which we will consider, without obligation, in good faith. We have no obligation to consider refund requests related to a termination of a Subscription Plan if such termination request is not received in the first thirty (30) days of the initial Subscription Term, or if there has been a violation of other Terms herein, or if records indicate you have started use of the DocuX Services during that period. Refund, if any granted, shall be net off any banking and remittance charges.

**7.5. Effect of termination**

Upon any expiration or termination, you will immediately cease any and all use of and access to all DocuX Services and delete (or, at our request, return) any and all copies of the Documentation, any passwords or access codes and our CI in its possession. You acknowledge that following termination you will have no further access to any Customer Content and that we may delete any such data at any time as per their policies. Unless termination is under Section 7.3, any Fees accrued but not paid for the Subscription Term (including for unexpired period of the Subscription Term) shall become immediately due and payable upon termination.

**8. WARRANTIES AND DISCLAIMERS****8.1. Mutual warranties**

Each party represents and warrants that it has the legal power to and authority to enter into these Terms.

**8.2. Our warranties**

We warrant, for your benefit only, that we use commercially reasonable efforts to prevent introduction of viruses, trojan horses, or similar harmful materials into DocuX Services (but we are not responsible for harmful materials submitted by you or Permitted Users) ("Performance Warranty"). We will employ commercially reasonable technical and organizational measures that are designed to prevent unlawful or unauthorized access, use, alteration, or disclosure of your data, Customer Content and Personal Information.

**8.3. Warranty remedy**

We will use commercially reasonable efforts, at no charge to you, to correct reported non-conformities with the Performance Warranty. If we determine corrections to be impracticable, either party may terminate the applicable Terms. In such case, you will receive a refund of any fees you have pre-paid. The Performance Warranty will not apply: (i) unless you make a claim within thirty (30) days of the date on which you first noticed the non-conformity, (ii) if the non-conformity was caused by misuse, unauthorized modifications or third-party products, software, services, or equipment or (iii) to Free Trials or Free Subscription Plans. Our sole liability, and your sole and exclusive remedy, for any breach of the Performance Warranty are set forth in this Section.

**8.4. Disclaimer**

DOCUX SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE" BASIS. NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND LICENSORS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT YOUR USE OF DOCUX SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU UNDERSTAND THAT USE OF THE CLOUD PRODUCTS NECESSARILY INVOLVES TRANSMISSION OF YOUR DATA OVER NETWORKS THAT WE DO NOT OWN, OPERATE OR CONTROL, AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR DATA LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS. WE CANNOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF YOUR DATA WILL ALWAYS BE SECURE OR THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES OR THOSE OF OUR THIRD-PARTY SERVICE PROVIDERS. WE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL. YOU MAY HAVE OTHER STATUTORY RIGHTS BUT, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY THE LAW.

**9. Indemnification****9.1. By you**

You will indemnify, defend, and hold harmless us, our affiliates, officers, directors, and employees from and against any and all Claims arising out of or in connection with any claim arising from or relating to any Customer Content or your acts or omissions that constitute a breach of Terms or applicable laws.

**9.2. By us**

We will defend you, your affiliates, officers, directors, and employees, from any third-party claim alleging that your use of DocuX Services infringes such third party's patent, copyright and/or trademark ("IP Claim") and will indemnify and hold harmless you and your affiliates, officers, directors, and employees from and against any damages and costs awarded against you (including reasonable attorney's fees) resulting from such IP claims. We will have no liability or obligation with respect to any IP Claim if such claim is caused in whole or in part by (i) unauthorized use of DocuX Services; (ii) modification of DocuX Services by anyone other than us or our representatives; or (iii) the combination, operation or use of DocuX Services with other data, hardware or software not provided or supported by us. If your use of DocuX Services results in an IP Claim, we may at our own option and expense (a) procure for you the right to continue using DocuX Services; (b) replace or modify them to make them non-infringing; or (c) if option (a) or (b) are not commercially feasible as determined by us, then either party may terminate these Terms and the same shall be treated as Termination for Cause as per Section 7.3. The sections above state our entire liability and your exclusive remedy with respect to IP Claims.

**9.3. Procedure**

The above indemnification obligations are subject to the indemnified party: (i) getting promptly notified by the indemnifying party in writing of the claim, (ii) allowed by the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (iii) upon request of the indemnifying party, providing all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section will not relieve the indemnifying party of its obligations under this Section, however, the indemnifying party will not be liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this Section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under this Section 9 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

**10. LIMITATION OF LIABILITY**

- 10.1.** SUBJECT TO APPLICABLE LAW AND NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DOWNTIME COSTS, LOSS OF DATA, RESTORATION COSTS, LOST PROFITS, OR COST OF COVER) REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER LEGAL THEORY.
- 10.2.** EXCEPT FOR GROSS NEGLIGENCE, WILFUL MISCONDUCT, FRAUD, DATA CLAIMS OR IP CLAIMS, EACH PARTY'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED OR PAYABLE TO US IN THE TWELVE MONTHS PRECEDING THE CLAIM ("GENERAL LIABILITY CAP"). IN THE CASE OF IP CLAIMS AND DATA CLAIMS (CLAIMS ARISING OUT OF BREACH OF CONFIDENTIALITY AND DATA PROTECTION OBLIGATIONS), OUR AND OUR AFFILIATES' TOTAL LIABILITY FOR ALL SUCH CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) WILL NOT EXCEED 2 TIMES (2X) THE GENERAL LIABILITY CAP ("IP LIABILITY CAP").
- 10.3.** IN NO EVENT WILL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND IP LIABILITY CAP. SIMILARLY, THE FOREGOING CAPS WILL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE APPLICABLE CAP.
- 10.4.** THE PARTIES AGREE THAT THIS SECTION WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**11. GENERAL TERMS**

- 11.1.** These Terms are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of these Terms. No supplement, modification, or amendment of these Terms will be binding, unless executed in writing by a duly authorized representative of each party to these Terms. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by you will supersede the terms and conditions of these Terms.
- 11.2.** The unenforceability of any provision or provisions of these Terms shall not render unenforceable or impair its remainder. If any provision of these Terms is deemed invalid or unenforceable in whole or in part, these Terms shall be deemed amended to delete or modify, as necessary, the offending provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties.
- 11.3.** These Terms will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign these Terms without the advance written consent of the other party, except that either party may assign these Terms in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign these Terms except as expressly authorized will be null and void.
- 11.4.** These Terms will be governed by the laws of the State of California and the United States without regard to conflicts of laws principles. All disputes relating to or arising out of these Terms shall be resolved in a state or federal court located in San Francisco County, California, USA, and the parties hereby consent to the jurisdiction of such courts. The prevailing party in any action to enforce these Terms will be entitled to recover its attorneys' fees and costs incurred in connection with such action.
- 11.5.** While the parties may communicate by any means in the performance of these Terms, any notice of termination or other legal notice to a party shall be effective only if it is in writing and sent using (a) DocuX Services; (b) nationally-known courier service that confirms delivery in writing or email, in which case notice will be deemed given upon receipt or (c) registered or certified mail, postage prepaid and return receipt requested, in which case notice is deemed given the third business day after such notice is deposited in the mail. Such notices can be sent at the address set forth in the Account or to legal@docux.ai. Email notices are effective only if the sender receives confirmation of receipt from the recipient.
- 11.6.** The following Sections will survive any expiration or termination of these Terms: 2.1 (Access and usage), 2.2 (Trial Access), 3 (Customer Representations), 4 (Confidentiality), 5 (Intellectual Property), 6.2 (Payment terms), 7 (Term and termination), 8 (Warranties and disclaimers), 9 (Indemnification), 10 (Limitation of liability), and 11 (General Terms).

- 11.7.** Neither party will be liable to the other for any delay or failure to perform any obligation under these Terms (except for a failure to pay money) if the delay or failure is directly attributable to unforeseen events that occur after these Terms becoming effective and that are beyond the reasonable control of such party (each, a “Force Majeure Event”), such as a strike, blockade, war, pandemic, act of terrorism, riot, natural disaster, failure or diminishment of power or data or telecommunications networks or services.
- 11.8.** The parties to these Terms are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other party’s behalf.
- 11.9.** In its use of the DocuX Services, you agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (i) you represents and warrants that you are not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (ii) you will not (and will not permit any of its users to) access or use DocuX Services in violation of any U.S. export embargo, prohibition or restriction, and (iii) You will not submit to the DocuX Services any information that is controlled under the U.S. International Traffic in Arms Regulations.
- 11.10.** Elements of the DocuX Services are commercial computer software. If the Permitted User or you are an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the DocuX Services, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of these Terms in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. Website and all DocuX Services were developed fully at private expense.
- 11.11.** We may use your name and logo on our website and other marketing materials solely to identify you as a customer (without disclosing CI).

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