

Case.one

Privacy Policy of Doc.one Microsoft Word plugin

PRIVACY POLICY

Effective date: December 1, 2018

Case.one ("us", "we", or "our") operates the Doc.one Microsoft Word plugin application (the "Service").

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our plugin, our service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

Information Collection And Use

Our SaaS plugin does not now, but may in the future collect information for various purposes to provide and improve our Service to you.

Possible future types of data collected

Personal Data

While using our Service on the Website (where the plugin is located), we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Personal Data"). Personally identifiable information may include, but is not limited to:

Cookies and Usage Data

Usage Data

When you access the functionality of our plugin through Microsoft Word, we reserve the right to collect certain information automatically, including, but not limited to, the type of connected device you use, the IP address of your device, your operating system, the type of Internet browser you use, unique device identifiers and other diagnostic data ("Usage Data").

Tracking & Cookies Data

We use cookies and similar tracking technologies on our Web site(s) to track the activity on our Service and hold certain information.

Cookies are files with small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device.

Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

Session Cookies. We use Session Cookies to operate our Service.

Preference Cookies. We use Preference Cookies to remember your preferences and various settings.

Security Cookies. We use Security Cookies for security purposes.

Use of Data

Case.one may use collected data for various purposes:

To provide and maintain the Service

To notify you about changes to our Service

To allow you to participate in interactive features of our Service when you choose to do so

To provide customer care and support

To provide analysis or valuable information so that we can improve the Service

To monitor the usage of the Service

To detect, prevent and address technical issues

Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Case.one will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure Of Data

## Legal Requirements

Case.one may disclose your Personal Data in the good faith belief that such action is necessary to:

To comply with a legal obligation

To protect and defend the rights or property of Case.one

To prevent or investigate possible wrongdoing in connection with the Service

To protect the personal safety of users of the Service or the public

To protect against legal liability

## Security Of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

## Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

## Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

## Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children has provided us with

Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that

information from our servers.

#### Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

#### Contact Us

If you have any questions about this Privacy Policy, please contact us:

By email: [help.case.one](mailto:help.case.one)

## TERMS & CONDITIONS

### 1. You Accept These Terms.

If you do not agree with any of these Terms, including the Privacy Policy incorporated here, please do not use the Services. By using the Services you will be deemed to have irrevocably agreed to these Terms. Some areas of the Services may be subject to additional terms and conditions, which you should read carefully before making any use of those areas. Such additional terms will not change or replace these Terms regarding use of the Services, unless otherwise expressly stated.

### 2. Updates to Terms.

Please note that these Terms may be revised and reissued, prospectively, by posting updated terms on the Site. You consent and agree to receive notices of updates of these Terms through our posting of updated Terms on the Site. You should visit this page regularly to review the current terms. Your continued use of the Services will be deemed as irrevocable acceptance of any revisions.

### 3. Legal Capacity.

This is a general audience site for legal professionals. We will assume (and by using the Services you warrant that) you have legal capacity to enter the agreement set out in these Terms (i.e., that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

### 4. No Solicitation or Offer.

The Site is designed to provide general information about Company, its products and services, and its related companies. Information on the Site is not intended to constitute an offer to sell or a solicitation of any product or service. Any Company product described on the Site may have exclusions, limitations, reductions in benefits and terms under which it may be continued in force or discontinued. For more information, please consult your agent and your policy or contract. Some products and/or services may not be available in all states or countries.

### 5. You Must Provide Accurate Information.

To access the Services or some of the resources it should offer, you may be asked to provide registration and/or account details. It is a condition of use of the Services that all the details you provide be correct, current and complete. If we at Company believe the details are not correct, current, or complete, we have the right to refuse you access to the Services, or any of its resources and to terminate or suspend your account.

#### 6. Online Privacy Notice.

Your privacy is important to us. To better protect your privacy, we provide a notice explaining our online information practices and the choices you can make about the way your information is collected and used by the Services.

#### 7. Disclaimer of Warranties.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT IN THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE SERVICES AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. CASE.ONE INC. LLC DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR ERRORFREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CASE.ONE INC. LLC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SITE OR ANY WEBSITES LINKED TO THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. COMPANY MAKES NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT OF THE SERVICES OR ANY WEBSITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT OF THE SERVICES OR ANY OTHER WEBSITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

#### 8. Limitation of Liability.

COMPANY DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE, THE SERVICES OR ANY OTHER WEBSITE, OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT OF THE SERVICES OR ANY OTHER WEBSITE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU (AND NOT COMPANY) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE ARISING THEREIN. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

9. Binding Arbitration of All Disputes; No Class Relief; Jury Trial Waiver.

U.S. Residents. To the fullest extent permissible by law, any dispute of any kind between you and Company arising under these Terms shall be resolved through binding arbitration pursuant to the JAMS Streamlined Arbitration Rules and Procedures on an individual basis with no class relief. The arbitrator shall be a retired judge or justice of any state or federal court with substantial experience in business litigation and shall follow California substantive law in adjudicating the dispute, except that this Section 9(a) shall be construed as a “written agreement to arbitrate” pursuant to the Federal Arbitration Act (“FAA”). You and we agree that we intend that this Section 9(a) satisfies the “writing” requirement of the FAA. The hearing shall be conducted in the county that encompasses the billing address you have provided to Company. For any claim in which you seek U.S. \$10,000.00 or less, you shall have the choice as to whether the hearing is conducted in person, by telephone, or instead the arbitrator may decide the dispute without a hearing. The costs shall be born equally between the parties. USE OF COMPANY PRODUCTS AND/OR SERVICES CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS TO UTILIZE ARBITRATION, WAIVE JURY TRIAL, TO PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS AND A WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS ACTION.

Non-U.S. Residents: If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Services or Terms, then you and we agree to send a written notice to the other providing a reasonable description of the Section 9(b) Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 9(b). Your notice to us must be sent to us at [info@law714.com](mailto:info@law714.com). For a period of sixty (60) days from the date of receipt of notice from the other party, Company and you will engage in a dialogue in order to attempt to resolve the Section 9(b) Dispute, though nothing will require either you or Company to resolve the Section 9(b) Dispute on terms which either you or Company, in each of our sole discretion, are uncomfortable with. If a resolution cannot be reached, any dispute of any kind between you and Company arising under these Terms shall be resolved through binding arbitration pursuant to the JAMS Streamlined Arbitration Rules and Procedures on an individual basis with no class relief. The arbitrator shall be a retired judge or justice of any state or federal court with substantial experience in business litigation and shall follow California substantive law in adjudicating the dispute, except that this Section 9(a) shall be construed as a “written agreement to arbitrate” pursuant to the Federal Arbitration Act (“FAA”). You and we agree that we intend that this Section 9(a) satisfies the “writing” requirement of the FAA. The hearing shall be conducted in the county that encompasses the Company.

#### 10. Trademarks and Copyrights.

The Services, software and materials incorporated by Company for the Services (“Material”) are protected by copyrights, patents, trade secrets, license agreements or other proprietary rights (“Copyrights”). Some of the characters, logos, or other images incorporated by Company for the Services are also protected as registered or unregistered trademarks, trade names, and/or service marks owned by Company or others (“Trademarks”). Company respects the intellectual property rights of others and asks users of the Services to do the same.

#### 11. Permitted Uses.

Your right to make use of the Services and any Material or other content appearing on it is subject to your compliance with these Terms. Modification or use of the Material or any other content of Services for any purpose not permitted by these Terms may be a violation of the Copyrights and/or Trademarks protected by law and these Terms and is prohibited.

You may access and display Material and all other content displayed on this Site for noncommercial,



private and personal use only. The Material and all other content of the Services may not otherwise be copied, modified, reproduced, republished, uploaded, posted, transmitted, distributed, displayed, licensed or used in any way unless specifically authorized by Company. Any authorization to copy Material granted by Company in any part of the Services for any reason is restricted to making a single copy for non-commercial, personal use only, and is subject to your keeping intact all copyright and other proprietary notices. Using any Material on any other website or networked computer environment is prohibited. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software of the Services into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited.

#### 12. Forums.

THE MATERIALS, INFORMATION AND OPINIONS INCLUDED AND/OR EXPRESSED IN OR ON BULLETIN BOARDS, COMMENT SECTIONS, COMMUNITY PAGES OR OTHER FORUMS ON THE SITE (“FORUMS”) ARE NOT NECESSARILY THOSE OF COMPANY OR CONTENT PROVIDERS. COMPANY DOES NOT UNDERTAKE TO MONITOR OR REVIEW FORUMS, AND THE CONTENT OF FORUMS IS NOT THE RESPONSIBILITY OF COMPANY. COMPANY MAY REMOVE OR MODIFY ANY CONTENT WITHOUT NOTICE OR LIABILITY AT ANY TIME IN COMPANY’S SOLE DISCRETION. ANY USE OF THE FORUMS WILL BE AT YOUR OWN RISK AND WILL BE SUBJECT TO THE DISCLAIMERS AND LIMITATIONS ON LIABILITY SET OUT ABOVE.

#### 13. Submissions.

Company is interested in hearing from you regarding your questions or comments about our Services. However, Company does not accept or consider unsolicited submissions of any kind (e.g., ideas, treatments, concepts, or any other materials) in any format, by any means of transmission (including email). Therefore, please do not send any unsolicited submissions to Company.

#### 14. Invited Submissions.

From time to time, Company may expressly request submissions of content from you, such as testimonials regarding your experiences with Company (“Invited Submissions”). Where this is the case, please carefully read any specific rules or other terms and conditions which appear elsewhere on this Site to govern those submissions (“Additional Terms”), as they will affect your

legal rights. If no Additional Terms govern those submissions, then these Terms will apply in full to any Invited Submissions you make. IN ANY EVENT, ANY MATERIAL YOU SEND TO US WILL NOT BE TREATED AS CONFIDENTIAL. Regardless of any industry custom or practice, we will not pay you for the use of any content that you submit to the Services. By sending in content, you expressly agree to release Company for any liability from use of the content and furthermore assign ownership of the content to Company.

#### 15. Our Use of Content.

Company will consider anything you provide to Company and/or contribute to the Services as available for our use free of any obligations to you (including any payment), except where Invited Submissions are expressly governed by Additional Terms appearing elsewhere on this Site (see Invited Submissions above), in which event those Additional Terms will determine how we will treat your Invited Submissions. Under no circumstances will we pay you for the use of your ideas or submissions.

#### 16. Product Specifications; Pricing; Typographical Errors.

We do our best to describe every product or service offered through the services as accurately as possible. However, we are human, and therefore we do not warrant that product specifications, pricing, or other content of the Services is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, Company shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge.

Additional Terms may apply.

#### 17. Seller; Risk of Loss.

Company is or may be the seller of various goods and services through the Services. All items purchased from the Services are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon delivery to the carrier or delivery of access via the internet.

#### 18. Indemnity.

You agree to defend, indemnify and hold harmless Company, its affiliates and subsidiaries, and its officers, directors, employees, principals, agents, distributors, representatives, proprietors, partners, shareholders, principals, predecessors, successors and assigns from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from your breach of these Terms, including any of the foregoing provisions, representations or

warranties, from your placement or transmission of any content onto Company's servers and/or from any and all use of the Services or your account.

#### 19. System Abuse.

Without limitation, you agree not to send, create, or reply to so called "mailbombs" (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engage in "spamming" (i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely affect the operation or enjoyment of the Services by any other person. You are prohibited from using any services or facilities provided in connection with the Services to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, malware, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your details to system administrators at other sites, law enforcement and/or governmental authorities in order to assist them in resolving security incidents.

You may not reproduce, sell, resell, or otherwise exploit any resource, or access to any resource, contained on the Services. In addition, you are prohibited from removing any material inserted by Company anywhere on the Site (e.g., on any web space made available for your use).

#### 20. Passwords and Security.

Any usernames and passwords used for the Services are for individual use only. You shall be responsible for maintaining the security and confidentiality of your username and password (if any). Company shall be entitled to monitor your username and password and, at its discretion, require you to change it. If you use a username and password that Company considers insecure, Company will be entitled to require this to be changed and/or terminate your account.

#### 21. Investigations.

Company reserves the right to investigate suspected violations of these Terms. Company may seek to gather information from the user who is suspected of violating these Terms and from any other user. If Company believes, in its sole discretion, that a violation of these Terms has occurred, it may terminate accounts, or take other corrective action it deems appropriate.

Company will fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone believed to violate these Terms. BY

ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS COMPANY

FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY COMPANY OR LAW ENFORCEMENT AUTHORITIES.

#### 22. Service.

In order to use the Site, you must obtain access to the World Wide Web and possibly pay any service fee associated with that access. You will need to provide all equipment necessary to connect to the Site on the World Wide Web (including a computer, modem, mobile device, tablet, and/or other access devices).

#### 23. Reservation of Rights.

Company reserves the right to modify or discontinue, temporarily or permanently, all or any part of the Services and/or any software, facilities, and services on the Site, with or without notice and/or to establish general guidelines and limitations on their use.

#### 24. Local Regulations.

Company makes no representation that Materials or other content on the Services are appropriate or available for use outside the Country in which the service is subscribed to, its territories, possessions, and protectorates. If you choose to access the Site from other locations, you do so on your own initiative and at your own risk.

You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

#### 25. Third-Party Sites.

This Site may link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of Company, and you acknowledge that (whether or not such sites are affiliated in any way with Company) CASE.ONE INC. LLC is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by Company or any association with its operators.

Company cannot ensure that you will be satisfied with any products or services that you purchase from any third-party site that links to or from Company since the third-party sites are owned and operated by independent parties. Company does not endorse any of the products and services, nor has Company taken any steps to confirm the accuracy or reliability of any of the

information contained on such third-party sites. Company does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third-party, and you irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate (such as reading the terms of use and privacy policies provided on any third-party site) before proceeding with any online transaction with any of these third-parties.

#### 26. Proprietary Online Services.

Any area of the Site that is accessed through any proprietary online service is subject to the rules, policies and guidelines of such proprietary online service.

#### 27. Jurisdictional Issues.

The Materials and all other content of the Services are presented for the purpose of providing information regarding Company products or services.

#### 28. Choice of Law.

With the exception of Section 9 which will be construed in accordance with the FAA, these Terms shall be governed by, construed and enforced in accordance with the laws of the State of California, as they are applied to agreements entered into and to be performed entirely within California. Except where prohibited by law, any claim or dispute that does not fall under Section 9, i.e., disputes pertaining to Company's intellectual property rights and certain statutory claims that, pursuant to law, are not arbitrable, shall be subject to the sole and exclusive jurisdiction of the federal and state courts in Orange County, CA, and you hereby consent to the personal jurisdiction of those courts and waive any and all jurisdictional and venue defenses otherwise available.

#### 29. Notice for California Users.

Under California Civil Code Section 1789.3, California users of the Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at 916.445.1254 or 800.952.5210.

#### How to Contact Us.

The Services are controlled and operated by Company located at 3101 W Sunflower Ave., #28892, Santa Ana, CA 92799. You may contact us at [info@law714.com](mailto:info@law714.com) or (714)869-2900.

### 30. General.

If any provision of these Terms is adjudged, by written decision, to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and Company relating to the matters contained here and the Services. Each party represents and warrants to each other that this Agreement constitutes their valid and binding agreement, and they have not assigned or purported to have assigned to any person or entity any right or benefit that they have transferred under this Agreement and they agree to indemnify and hold harmless each other and their respective predecessors, successors, heirs, representatives, and assigns, from any and all losses, claims, liabilities or damages resulting from any assignment or purported assignment of the rights or benefits transferred herein.

This Agreement contains the entire understanding of the parties and can be changed only by an instrument in writing signed by the party against whom enforcement of any change, modification, waiver, or discharge is sought.

This Agreement shall be interpreted, enforced and governed by the laws of the State of California, and any action to interpret, enforce and/or concerning the subject matter of this Agreement shall be brought in a court of competent jurisdiction located in the County of Orange, State of California.

This Agreement may be executed in counterparts and any counterparts are hereby declared to be part of the original. Facsimile or emailed signatures shall be as valid as original signatures.

This Agreement is not to be construed in favor of or against any party, regardless of which party or parties drafted or participated in the negotiation or drafting of its terms. Any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

All terms recited within this Agreement are declared to be material terms. Where applicable, time is declared to be of the essence.

Neither party may assign the rights nor delegate the duties contemplated under this Agreement without the prior express written consent of the other party.

This Agreement shall inure to the benefit of and be binding upon the predecessors, successors, heirs, representatives, affiliated entities and assigns of each of the parties hereto.

The failure of either party to this Agreement to object to or take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be

construed as a waiver of that conduct or of any future breach or subsequent wrongful conduct. Neither party may alter any of the terms of this Agreement unless done so in writing and signed by an authorized representative of both parties.

If a Clause of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this Agreement will continue in effect. Additionally, if any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted or modified, that part will be deemed to be deleted or modified, and the rest of the Clause will continue in effect unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted.

The parties declare that the headings of this Agreement are provided for ease of navigation and to not encapsulate all the applicable and relevant terms.

Any notice required or permitted under this Agreement shall be deemed given, if in writing, on the earliest of i) delivery of such notice, or ii) five (5) days after deposit of such notice in the U.S. mail, first class postage prepaid and addressed to the opposing party at the address shown for them in this agreement, although such address may be changed by written notice from one party to the other as necessary. Electronic mail or facsimile is permitted under this Agreement.

I am submitting this Application for consideration of Membership from Company pursuant to the terms and conditions within the Company Membership Agreement.

I understand that by submitting this Application, Company may conduct due diligence.

I understand that I must qualify for services as provided within the Company Membership Agreement.