



# Terms & Conditions

## General Terms

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**Limitation of Liability.** WE EXPRESSLY DISCLAIM ALL WARRANTIES EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOUR USE OF OUR SERVICES SHALL BE AT YOUR OWN RISK. WE SHALL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY LOSS OR DAMAGES OF ANY KIND UNDER ANY LEGAL THEORY ARISING FROM YOUR USE, REGISTRATION TO USE, OR INABILITY TO USE, OUR SERVICES, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### *User's Acknowledgement and Acceptance of Terms*

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BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of August 1, 2012. We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this Site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this Site after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, contractors, licensors, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or its contents.

### *Description of Services*

We make various services available on this Site including, but not limited to, hosting and storage of text, files and/or data, and other like services. You are responsible for providing, at your own expense, all equipment necessary to use the services, including a computer, modem, mobile devices and Internet access (including payment of all fees associated with such access).

We reserve the sole right to either modify or discontinue the Site, including any of the Site's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this Site shall also be subject to these Terms of Use.

### *Registration Data and Privacy*

In order to access some of the services on this Site, some users will be required to use an account, password and other information to identify the account that can be obtained by completing our online registration form (or alternative means of registration as provided by other software applications), which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this Site, including your Registration Data is specifically incorporated by reference into these Terms of Use.

## *Conduct on Site*

Your use of the Site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the Site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this Site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
6. Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the Site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this Site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our Site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Site may be available to you or other authorized users of the Site. You shall not interfere with anyone else's use and enjoyment of the Site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our Site without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with lawfully authorized investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## *Third Party Sites and Information*

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You understand and agree that temporary interruptions of the services available through this Site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this Site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this Site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## *Limitation of Liability*

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### *Indemnification*

You agree to indemnify and hold us and our Affiliates harmless from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Site, including but not limited to your violation of these Terms of Service.

### *Security and Password*

You are solely responsible for maintaining the confidentiality of your password(s), account and other information essential to your authorized use of the Site and for any and all statements made and acts or omissions that occur through the use of your password(s) account or other information used to identify authorized use of your account. Therefore, you must take steps to ensure that persons not authorized to access your account do not gain access to your password, account or other information used to authorize use of your account. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

### *Participation in Promotions*

From time to time, this Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this Site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

### *Termination of Use*

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this Site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Site. We shall not be liable to you or any third party for any claims and/or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension. We will have no obligation to provide a refund of any amounts previously paid.

### *Governing Law*

This Site (excluding any linked sites) is controlled by us from our offices in the State of Georgia. It can be accessed from all U.S. states as well as from other countries around the world. As each of these places has laws that may differ from those of Georgia, U.S.A, by accessing this Site both of us agree that the statutes and laws of the State of Georgia, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Site and the purchase of products and services available through this Site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the State of Georgia with respect to such matters.

### *Notices*

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at support@eDataCollectors.com if by email, at 888-219-9098 if by phone, or at eData Collectors, Inc., 3700 Kennesaw S. Industrial Drive, Kennesaw, GA 30144 if by conventional mail. Notices to you may be sent to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the Site to inform you of changes to the Site or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

### *Entire Agreement*

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to

additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

## *Miscellaneous*

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.

You may assign your rights under these Terms of Use to any party that consents to, and agrees to be bound by, its terms and conditions; we may assign our rights under this Terms of Use without condition. These Terms of Use will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site.

**You may not sign up to the eData Collectors, Inc. site or service if you are currently employed by, or otherwise associated with, one of our identified competitors. This is to protect us against violation of intellectual property and to protect you from potential litigation by eData Collectors, Inc.**

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

## *Billing Policy: Payment, Renewal, Cancellation & Refund*

### **GENERAL TERMS**

Optional paid services such as support for additional mobile devices, extra storage, capacity or features provided by the Site are available on the Site (any such services, an "upgrade"). By selecting an Upgrade you agree to pay us the monthly or discounted long-term subscription fees indicated for that service. Payments will be charged on a pre-pay basis the day that you sign up for an Upgrade and will cover the use of that service for a monthly or long-term subscription period as indicated. We do not prorate for partial months.

All funds will be paid in U.S. dollars. You are responsible for any additional fees and costs incurred as a result of exchange rates and your agreement with your credit card provider.

### **AUTOMATIC RENEWAL**

Unless you notify us before the end of the applicable subscription period that you want to cancel an Upgrade, your Upgrade subscription will automatically renew and you authorize us to collect the then-applicable monthly or term subscription fee for such Upgrade (as well as any taxes) using any credit card or other payment mechanism that we have on record for you. **This only applies if you have opted for automatic renewal of your subscription.**

### **CANCELLATION**

Upgrades can be cancelled at any time in the appropriate section of your Site's dashboard or by emailing us at [support@eDataCollectors.com](mailto:support@eDataCollectors.com).

If you cancel part or all of your Upgrade, the Upgrade will be removed at the end of your subscription period (for pre-pay on a monthly basis) or at the end of the current monthly cycle relative to the date of purchase (for pre-pay on a long-term subscription period).

If you choose to cancel your subscription entirely we will make any files and/or data that you have stored on the Site available to you for the next 30 days. This is a "best effort" data retention service with no guarantees or warranties of availability of such files and/or data. We strongly recommend that you ensure that you obtain a copy of your files and/or data in some other form prior to cancelling all paid services.

We make no guarantees or warranties as to the fitness, format or conventions of the files and/or data stored on the Site for use with any other service, product, website or third-party system.

### **REFUNDS**

Refunds will not be provided for any Upgrades that are billed or invoiced on a monthly basis and we do not prorate for partial months.

We offer discounted Upgrades with 12 month term plans. If you cancel a term plan you will be charged for the current month and reimbursed for any remaining months **less the value of one month**. We do not reimburse cancellations after the end of the tenth (10th) month.