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TERMS AND CONDITIONS FOR ALL ZIPLOGIX PRODUCTS

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B. Password; Account Activities. You are entirely responsible for maintaining the confidentiality of your password, security question(s) and answer(s), and all other zipLogix Product account credentials. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify zipLogix immediately of any unauthorized access or use of your account or any other breach of security that potentially compromises the privacy of your account credentials, documents or information. zipLogix will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for losses incurred by zipLogix or another party due to someone else using your account or password. You may not, at any time, give your zipLogix password or credentials to anyone else, allow anyone else to use your zipLogix account, password or credentials or use anyone else's zipLogix account, password or credentials. Giving your zipLogix password or credentials to another person, allowing another person to use your zipLogix account, password or credentials, or using another person’s zipLogix account, password or credentials is a material breach of this Agreement.

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A. Entire Agreement; Amendment. Unless otherwise specified herein, this Agreement, together with your pricing plan and any individual license agreements regarding data exchanging features of zipLogix Products, constitute the entire agreement between you and zipLogix regarding the subject matter hereof, and this Agreement, together with your pricing plan and any individual license agreements regarding data exchanging features of zipLogix Products, supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and zipLogix regarding the subject matter hereof. Except as explicitly set forth herein, this Agreement may not be amended except in a writing signed by the parties.

B. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of California, excluding its conflict of law principles. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the County of Los Angeles, State of California or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction. Federal arbitration laws and California state arbitration laws apply to this Agreement. The parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier. You hereby waive any objection you may have in any such action based on lack of personal jurisdiction, improper venue or inconvenient forum.

C. Relationship. You agree that no joint venture, partnership, employment, or agency relationship exists between you and zipLogix as a result of this Agreement.
D. **Indemnification.** You agree to indemnify and hold zipLogix, its parents, subsidiaries, affiliates, and its and their directors, officers and employees, harmless from any claim, action, demand, loss, cost, expense or damage, including reasonable attorneys’ fees, asserted by any third party due to or arising out of your use of any zipLogix Product.

E. **Severability; Waiver.** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. A party’s waiver of any breach of this Agreement must be made in writing and shall not constitute a waiver of any other breach. A party’s failure to demand performance of any obligation shall not constitute a waiver of a party’s right to demand performance of such obligation in the future.

F. **Information Regarding zipLogix Products and Services.** You consent to zipLogix sending you information via fax and/or email regarding products and services that may be interesting or valuable to you via the contact information you provided. If you no longer wish to receive information regarding such products and services, please make your request by visiting [http://support.zipform.com/emailsupport.asp](http://support.zipform.com/emailsupport.asp) or call (586) 840-0140. We will implement your request as quickly as possible.

G. **Transfer and Assignment.** You may not transfer and/or assign any or all of your rights or obligations under this Agreement.

H. **Survival.** All provisions which may reasonably be construed to survive shall survive the expiration or termination of this Agreement.

**ADDITIONAL TERMS FOR SPECIFIC ZIPLOGIX PRODUCTS**

SECTION 8. **FORMS SOFTWARE.**

A. **Exporting; Portable Data Format (.pdf); Other File Formats.** zipLogix grants you the right to use the Forms Software to export the desktop, online and multi-user versions of the forms to .pdf format. The export of the forms will result in the creation of a .pdf file. zipLogix shall not be responsible for providing you with the applicable software to open, view or otherwise use the .pdf file. Forms exported from the Forms Software to .pdf format may not be altered, manipulated or changed in any way, including but not limited to, altering the form text or data, “unlocking” or otherwise opening or attempting to open or bypass the security/password protection of a .pdf form, making a derivative work(s), adding any data, text, graphics or software into or on top of a form, converting the form from .pdf format to a different file format, removing copyright dates and/or symbols, and removing company specific information which is embedded in the form, unless expressly permitted by the copyright holder of the form. Any violation of this section shall be deemed a material breach of this Agreement and may result in a violation of law and civil and/or criminal penalties. Certain fonts in your computer’s operating system/software may be missing or corrupt due to no fault of the Forms Software, which may result in formatting, saving, printing and e-mailing problems or other errors in your .pdf documents. You agree that zipLogix has no responsibility or liability whatsoever for any damages which might result from such errors in your .pdf documents. If you experience problems or errors in .pdf documents due to missing or corrupted fonts, please contact your computer system/software provider (e.g. Microsoft®, Apple®, etc.) or Adobe® (www.adobe.com) for assistance.

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D. User Name. Forms printed or exported from the Forms Software may identify the licensed user's name and/or company information at the bottom of the forms. You must use the licensed user’s correct name and company information within the Forms Software and it shall be considered a material breach of this Agreement to use anyone else’s name or include a false company name and/or address within the Forms Software; except that users with Admin Seat licenses may enter the name and company information for the applicable real estate licensees under the Agreement and users of the zipForm® Team Edition may create and edit transactions for other members of the same team using such member’s name and company information to the extent permitted by zipLogix and the Forms Software. To reduce the possibility that some users may attempt to share their access and use of the Forms Software with others, the information at the bottom of the forms, once it is entered, may not be changeable by you. Please contact zipLogix to change such information.

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J. **zipForm® Team Edition.**

1. The ability of an administrator of a team account to add additional members is solely within zipLogix’s discretion and is subject to the maximum number of persons permitted per team account and payment of the applicable fee. An agent can only be a member of one team account at a time. A transaction coordinator/assistant can be a member of more than one team account with the payment of the applicable fee(s). The administrator for the team account can add and remove team members at any time, up to the maximum number of team members permitted by zipLogix. Once a team member is removed from a team account, such team member will no longer have access to any transactions within the team account or any transactions saved to zipVault® for the team account. Transactions created in the team account will only be stored by zipLogix as long as the team account is active. If you wish to save transactions you have used in your team account beyond the term of your applicable team account license period, you should export the documents to another location, such as saving the documents in your individual zipVault® account or on your computer, CD-ROM or some other external storage medium.

2. Each team member will be able to create, edit, modify, print, send, export and delete transactions for, or on behalf of, any other member of the team. Each team member will be able to use other team member’s names and contact information to create, edit, modify, print and send transactions, and each team member will be able to access the contact list of the other team members. Each team member will only be able to access the forms libraries for which such member has a valid license. Joining a team account will not create a license for, or otherwise enable, an individual team member to view, access, create, edit or modify forms in a forms library for which such member does not have a valid license, even if another team member has a valid license for such other forms library. Team members may not alter the name of the agent and broker that prints automatically at the bottom of each form, including by altering the form to add the name of the team.

**SECTION 9. OTHER ZIPLOGIX PRODUCTS AND SERVICES.**

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G. TouchSign®.

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QUESTIONS

Should you have any questions concerning this Agreement, or if you desire to contact zipLogix for any reason, please contact zipLogix at:

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