

***eFormSolutions.com* Web Site Terms and Conditions of Use**

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY USING THIS WEB SITE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, THEN DO NOT USE THIS WEB SITE.

Electronic Form Solutions, LLC ("EFS") provides education foundations and other education focused organizations with services via the eFormSolutions.com web site ("Web Site") to assist them in coordinating (i) teacher grant application and management processes, (ii) student scholarship application and management processes, and (iii) student information tracking and management processes ("Services"). These Services also provide email generation capability for maintaining contact between you and your constituents.

The following are the Terms and Conditions of Use for access to the Web Site. By logging in to your eFormSolutions.com account or by accessing the eFormSolutions.com services via any interface, you accept these Terms and Conditions of Use.

1. Copyright and Trademark Information

Copyright © 2006-2016 Electronic Form Solutions, LLC All Rights Reserved.

The Web Site, and the content and programming which it contains, is the property of EFS and its affiliates and licensors, and is protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. Product or Service names or logos appearing in the Web Site are either trademarks or registered trademarks and/or service marks of Electronic Form Solutions, LLC and/or its affiliates.

2. Representations and Acknowledgments

Subject in each case to the terms listed in the remainder of this Agreement (as defined in Section 3 below), you hereby represent, acknowledge and agree that:

- The Services may only be used for lawful purposes.
- You are responsible for the type of data you collect using the Services, and the use of that data. EFS is providing you access to the Services for your use, and is not responsible for how you use them.
- You understand these Services are hosted on computers which are owned by, or leased for, EFS.
- The Services may not be used for the sending of unsolicited email (sometimes called "spam").
- You understand that not all email messages sent through use of the Services will be received by their intended recipients.
- Every email message sent by you in connection with the Services must contain contact information for you, which allows recipients to contact you for correction and/or removal from your email distributions.
- You will comply with the restrictions on content of email messages and activities using the Services as set forth or referenced in this Agreement.
- You acknowledge and agree that you are the sole or designated "sender" of any email message sent by you using the Services.

- You agree that the "from" line of any email message sent by you using the Services will accurately and in a non-deceptive manner identify your organization, your product or your service.
- You agree that the "subject" line of any email message sent by you using the Services will not contain any deceptive or misleading content regarding the overall subject matter of the email message.

3. Use of Services

The Services are provided subject to these Terms and Conditions of Use, as they may be amended by EFS, and any guidelines, rules or operating policies that EFS may establish and post from time to time (collectively, the "Agreement"). By posting updated versions of the Agreement on the eFormSolutions.com website, or otherwise providing notice to you, EFS may modify the terms of the Agreement and may discontinue or revise any or all other aspects of the Services in its sole discretion. Except as otherwise provided in the Agreement, all such changes shall become effective upon the posting of the revised Agreement at eFormSolutions.com website.

4. Fees and Payment

Fees for Service use are based on the subscribed usage and annual access periods, and are payable in advance of the access period. EFS will invoice you at scheduled billing intervals, and will attempt to have the invoice arrive at least 10 days prior to the due date. However you are responsible for payment by the due date, regardless of the arrival of an invoice. Payment for Services will be made at the EFS office via check/money order. Fees are payable in U.S. Dollars. If payment is not received within 15 days of the due date, all access to the Services under your account may be disabled. If payment is not received within 30 days of the due date, your service will be considered as having been terminated by you, and there will be a setup fee associated with re-initiating service under a new 12 month term.

Fees are based on your subscribed usage. There are two aspects to usage: Creation and Storage. Creation is the act of creating a document (e.g. application) which is normally only done by applicants. Storage is simply the current number of documents stored on the service. The number of documents created is a good measure of the CPU resources demanded of our server(s) as users are creating, submitting, and reviewing documents, while the documents stored is a good measure of the storage capacity required for your service. Deleting documents does not undo the creation of a document (i.e. deleting documents only impacts your storage usage, not your created documents usage). A service is allowed to retain only the number of documents created (and thus subscribed) within a given subscription period, otherwise archival fees will be assessed. The "Documents" page of the service will show your current storage for eGrantSolution and eScholarshipSolution. Usage for eStudentSolution is based on "records", therefore the "Records" page of the service will show your current storage. In the absence of any deletions, these same pages will show the number of created documents/records.

For instance you may subscribe to "up to 200 Grant applications". This means that during the annual subscription period, your service is subscribed to have 200 applications created and/or stored total. We will allow up to 10% more documents created than subscribed/stored to allow for errors/testing (i.e. in this case, the service would be allowed 220 creations before being considered as exceeding subscribed usage).

If you exceed your subscribed creation, or subscribed storage for a period of 30 days or more, then you will be invoiced for the price difference between the minimal subscription level which meets your current usage and the rate you have paid previously. This will be due upon receipt, with the same terms described above. Discounts, which may have been received upon initial subscription, will not be applied to this charge.

If EFS terminates this Agreement or the Services, without cause, you will be refunded the prorated cost of services paid for, however not yet received.

5. Email and Content Hosting

5.1 Subscriber Opt Out. You agree to honor requests to no longer send email to any person requesting it. You shall monitor and process unsubscribe requests received by you within 10 days of submission, and update the email addresses to which messages are sent through your Web Site account. Under the CAN-SPAM Act of 2003, you acknowledge that you are responsible for maintaining and honoring unsubscribe requests.

5.2 Content Hosting. EFS may host some content and/or images for you in order to provide your users to the Web Site a common header and footer with your web site. Content and images hosted by EFS on EFS controlled servers may only be used in connection with the Services and for no other purpose whatsoever. To the extent you use content/images provided by EFS, EFS hereby grants to you a limited, non-exclusive, non-transferable sub-license to use the images in an unaltered state solely in connection with your use of the Services. You agree that you are responsible for verifying that you have the right/permission to place the material you provide to EFS for hosting on the Internet.

5.3 Prohibited Content/Images. EFS reserves the right to refuse to host any content, for any reason. EFS specifically prohibits the hosting of the following of content, and/or the association of the Web Site with any other web site containing such content:

- Pornography or illicitly pornographic sexual products, including but not limited to magazines, video and software; escort services; illegal goods; illegal drugs; illegal drug contraband; pirated computer programs; instructions on how to assemble or otherwise make bombs, grenades or other weapons.
- Material that exploits children.
- Content frequently associated with unsolicited commercial email, a.k.a. spam.
- Material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content.
- Personally identifying information or private information about ANYONE without their express written consent (or their parents' consent in the case of a minor).
- Material regarding any products or services that are unlawful in the location at which the content is posted or received.
- Content that introduces viruses, worms, harmful code and/or Trojan horses on the Internet.
- Content that promotes, solicits or encourages participation in pyramid schemes or multi-level channel and/or network marketing (MLM) businesses.
- Content containing any libelous, defamatory, scandalous, threatening, or harassing material

- Content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence.
- Content, including images, of authors, artists, photographers or others without the express written consent of the content owner.

5.4 Right to Disable Access. EFS, at its own discretion, may immediately disable your access to the Services without refund if EFS believes in its sole discretion that you have violated any of the policies listed above or elsewhere in this Agreement.

6. Information and Privacy Policy

You agree and accept the following as the EFS privacy policy, the purpose of which is to protect you and EFS from any misunderstanding regarding the use of the data collected using the services.

- You acknowledge that the information you collect and store using the Services is your information. It is not the property of EFS and EFS is in no way responsible for how you use the information.
- You acknowledge that upon request, EFS will provide you any/all copies of information stored on its servers. You also acknowledge that this may take up to 3 business days to comply with this request. You acknowledge there may be a fee associated with requesting any copies of your information, unless associated with a request to terminate service.
- You acknowledge that you may terminate your service at any time, forfeiting any fee already paid for future access to the services. EFS will remove ALL copies of your data from our servers within 5 business days, and that it is your responsibility to request copies of this data within this time. It may be possible for you to obtain these copies and to have the data removed, in less time upon request.
- You acknowledge that you are responsible for how you collect the information. This includes information used to encourage your client/constituents to use the Services (e.g. links to the Services, messages you upload to the services, ...).
- You acknowledge that you understand that EFS has access to all information stored using the Services, due to the nature of managing and supporting the Services. EFS will not knowingly release this information to any party other than you, without subpoena. You also acknowledge that EFS will not be responsible for contesting or refusing to submit to any subpoena.
- You acknowledge that you are solely responsible for access which you grant to users of the Services. EFS has provided significant flexibility to allow you to protect the stored information from unauthorized users, however you must be vigilant in the management of this process (e.g. password selection, permission configuration, data access class management, ...)
- EFS, Inc will use commercially reasonable mechanisms to prevent unauthorized access to the information. You acknowledge and agree that EFS maximum liability due to any loss or malicious theft of information is limited to the fees paid for using the Services.

7. Restrictions and Responsibilities

7.1 No Rights in Software. This is an Agreement for services and access to the Web Site, and you are not granted a license to any software by this Agreement. You will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Web Site or any software, documentation, or data related to the Services ("Software"); remove any proprietary notices or labels from the Software, modify, translate, or create derivative works based on the Services or any Software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Web Site, the Services, or the Software. Violation of these restrictions will result in the termination of this Agreement.

7.2 Permitted Use of the Services. The Services shall be used for your internal business (which includes civic or charitable) purposes only, and you shall not use the Services for timesharing or service-bureau purposes or otherwise for the benefit of a third party. If you are using the Services in any jurisdiction which restricts the ability of a software provider to restrict your right to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Web Site or Services, then you hereby covenant that, prior to engaging in such activities, you will first request that EFS perform such work at its standard professional services rates. EFS can then decide either: (i) to perform the work in order to achieve such interoperability and charge its then standard rates for such work to you; or (ii) to permit you to reverse engineer parts of the Software in order to obtain such source code, but only to the extent necessary to achieve such interoperability or (iii) provide you with the information that you need regarding the Software for the purpose for which applicable law permits you to engage in such activities despite a contractual prohibition on such activities.

7.3 Compliance with Laws; Monitoring. You shall use the Services only in compliance with this Agreement, the federal [CAN-SPAM Act of 2003](#) and regulations thereunder and all other applicable U.S., state, local and international laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation, copyright and trademark infringement and child protective email address registry laws). Although EFS has no obligation to monitor the content provided by you or your use of the Services, EFS may do so and may block any email messages, remove any such content or prohibit any use of the Services that EFS believes may be (or is alleged to be) in violation of the foregoing.

7.4 Indemnification. You hereby agree to defend, indemnify and hold harmless EFS and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that (i) arises from any alleged breach of this Agreement, (ii) arises from the content or effects of any messages you distribute using the Services or (iii) otherwise arises from or relates to your use of the Services. In addition, you acknowledge and agree that EFS has the right to seek damages when you use the Services for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages.

EFS shall defend and indemnify you against liability to third parties resulting from

infringement by the Services of any third party U.S. copyright or patent, provided EFS is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over the defense and settlement. EFS will not be responsible for any settlement it does not approve in writing. EFS has no obligation and this Section will not apply to any claim of infringement of any intellectual property right of a third party to the extent arising as a result of: (i) your direction, design, process, or specification, (ii) any alteration, customization, or other modification of the Services other than by EFS or as requested by you, (iii) by the combination of the Services with other elements not provided by EFS or at its direction if such infringement could have been avoided but for such combination, (iv) use of the Services other than for their ordinary purpose, or (v) where you continue allegedly infringing activity after being notified thereof or after being provided with modifications that would have avoided the alleged infringement. This Section sets forth your exclusive remedies and EFS's sole liability with respect to claims of infringement.

7.5 Your Information. In using the varied features of the Services, you may provide information about yourself, your employees, your clients/constituents, or others you wish to allow to input/access information in your Web Site account ("information") to EFS. EFS may use this information and any technical information about your use of the Services to tailor its presentations to you, facilitate your movement through the Services, or communicate separately with you. Except as described above, EFS will not provide your information, including your contact and account information, to third parties, except (i) as required by law or court order, including without limitation judicial process and law enforcement, or in the good-faith belief that such action is necessary to comply with law or a court order or (ii) if your EFS account was terminated due to violation of this agreement requiring EFS to take action to protect itself from damages. EFS will never intentionally allow access to your information by anyone and acknowledges your ownership right in your information. In the event EFS amends or revises the policy described in the immediately preceding sentence, it will provide advance notice of such amendment or revision.

8. Support Services

8.1 Basic Support. You are entitled to Basic Support under this agreement as described here. Basic Support encompasses the following functions:

- 1) User Support:
 - a) Maintenance of online help system, which users may refer to prior to contacting eFormSolutions.com Support.
 - b) Email User Assistance – This service is limited to answering questions sent via the web site or via email (see section 8.4), and diagnosing issues with your configuration. Basic Support does not include access to our support line; however, EFS support personnel may, at their discretion, respond by phone if they deem that type of response to be more efficient. *Under this service, we do not manage your configuration for you. We only answer questions and diagnose problems to help you to manage it.*
- 2) Ongoing Maintenance of the Web Site/Service
 - a) Regular backup of all databases. Hourly backups are maintained for 7 days, daily backups are maintained for 30 days, and monthly backups are maintained for as long as the service is active. EFS will take reasonable steps to insure that the backups are

available and useful, such as maintaining some, or all, of the backup data in separate facilities from the server, however can not guarantee that a specific backup will be available when desired.

- b) Monitoring of the servers providing the service
- c) Recovery from any reported service outages as quickly as reasonably possible
- d) Notification, via the support system, of planned changes/outages to the services with at least 24 hours prior written notice if the services are planned to be unavailable at any time between the hours of 9:00 A.M. and 5:00 P.M. C.S.T. or if the planned unavailability is expected to last longer than 15 minutes .

3) Ongoing Maintenance of the Software

- a) Correction of known defects within a reasonable period, depending on severity and complexity.
- b) Ongoing upgrades intended to enhance the usability and functionality of the Services (some upgrades may have an associated cost to use).
- c) Ability for users to select from the previous, current, and future releases of the software.

8.2 Setup Support. You are entitled to Setup Support as described here, during the period prior to when you deploy your service (e.g. allow your clients to use). This service is intended to jump start your use of the service, and allow you to learn how to configure it. Setup Support encompasses installation and setup of your services the following functions:

- a) Creating a subscriber login in our support system
- b) Creating and initializing a new default database for each Service
- c) Configuring access to your database(s) via our website on one our servers
- d) Loading your web header/footer and default navigation color
- e) Initializing email services purchased
- f) Verifying above installation working properly.
- g) Creating one basic application (limit 3 pages + 1 report/list + 1 review form) per service
- h) One web/phone training session on request.
- i) Initial configuration of review structure/process (not reviewers).
- j) *Verification of forms/review process/scoring is the subscriber's responsibility.*

8.3 Enhanced Support. If purchased, you are entitled to Enhanced Support under this agreement as described below. Enhanced Support encompasses the following functions:

- a) On request changes to existing forms, service, and configurations.
- b) Creating five basic forms (or importing an HTML form) per service
- c) An annual web/phone training session.
- d) Priority response to support/enhancement requests including access to our support line as described in section 8.4. Enhancement request handling is described below, however this service will provide expedited response (within 2 business days).
- e) *Verification of forms/review process/scoring is the subscribers responsibility.*
- f) Activities under "Enhanced Support" may include any configuration or administrative functions you wish for us to perform for you on your service, however limited to 20 staff hours per year.

8.4 General Support Guidelines. All requests for any support service should be via the Contact Us page from the Web Site (logout page), or via email (support@eformsolutions.com), by your designated support contact. Requests from non-

registered support contacts may not be acknowledged, and requests received from your constituents will be forwarded to your support contact. Customers who have purchased Enhanced Support may call our support line (877-433-6760 ext. 3) if a conversation is desired, however you must be a registered support contact and you will be required to provide the superuser username and password in order for us to provide support, and priority will be given to clearly written email requests. Under no circumstances will EFS accept calls to our support line from your constituents. Service Enhancement requests are encouraged, as we wish to make the service as valuable to you as possible, however EFS will, at its sole discretion, determine which requests to implement and when, and the concepts and ideas communicated in all requests become the exclusive Intellectual Property of EFS upon submission.

9. Termination

You may terminate this Agreement at any time by calling EFS Customer Support (877-433-6760). You may be eligible for a refund of fee paid for services, not yet received, however only if your initial 12 month period has been fulfilled.

EFS may terminate this Agreement or the Services, disable your account or put your account on inactive status, in each case at any time with or without advanced notice if EFS determines, in its sole discretion, that you have violated these Terms and Conditions of Use or that you have misused the Services. You will be notified by EFS if such action has been taken. EFS's maximum liability under these circumstances will be a prorated refund of services paid for, however not yet received. EFS may, in its discretion, provide you the opportunity to cure any violation of these Terms and Conditions of Use if such violation is curable.

EFS may delete any of your archived data anytime after 5 business days beyond the date of termination. You may request a copy of all data under your account be provided to you (in the format EFS uses for backups) upon notification of termination. All access to the Web Site by you and your employees, clients, and others you have allowed access will terminate immediately upon the termination of this Agreement. All sections of this Agreement that by their nature should survive termination will survive termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

10. Warranty Disclaimer; Remedies

USE OF THE SERVICES AND ANY RELIANCE BY YOU UPON THE SERVICES, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. EFS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND EFS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL EFS OR ANY OF ITS UNDERLYING SERVICE PROVIDERS,

BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "EFS") BE LIABLE TO YOU OR ANY OTHER PERSON FOR INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF EFS SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, EFS IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF EFS TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY EFS TO YOU IN THAT TWELVE (12) MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

12. Restricted Persons; Export of Products or Technical Data

You hereby warrant that you are not a Restricted Person. For purposes of this Agreement, you are a Restricted Person if you or any officer, director, or controlling shareholder of the entity on behalf of which you are using the Services is (1) a national of or an entity existing under the laws of Cuba, Iran, Sudan, Syria, or any other country with which U.S. persons are prohibited from engaging in transactions, as may be determined from time to time by the U.S. Treasury Department; (2) designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Treasury Department; (3) listed on the Denied Persons List or Entity List by the U.S. Commerce Department; (4) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license; or (5) owned, controlled, or acting on behalf of a Restricted Person. If you become a Restricted Person during the term of this Agreement, you shall notify EFS within twenty-four (24) hours, and EFS shall have the right to terminate any further obligations to you, effective immediately and with no further liability to you, but without prejudice to your outstanding obligations to EFS.

You agree that you shall not utilize the Services to conduct or facilitate any transaction with any Restricted Person, except as may be expressly authorized in advance in writing by the U.S. Government. You may not remove or export from the United States or allow the export or re-export of the Services, or any direct product thereof, including technical data, in violation of any restrictions, laws, or regulations of the United States or any other applicable country.

13. Links to Third-Party Web Sites

The Web Site may contain links to non-EFS web sites. These links are provided to you as a convenience, and EFS is not responsible for the content of any linked web site. Any non-EFS web site accessed from the Web Site is independent from EFS, and EFS has no control over the content of that web site. In addition, a link to any non-EFS web site does not imply that EFS endorses or accepts any responsibility for the content or use of such web site.

14. No Implied Endorsements

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by EFS of that third party or of any product or service provided by a third party.

15. Notice and Take Down Procedures; Copyright Agent

If you believe any materials accessible on or from the Web Site or the Services infringe your copyright, you may request removal of those materials (or access thereto) from the Web Site by contacting EFS and providing the following information:

- Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- Your name, address, telephone number and email address.
- A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
- A signature or the electronic equivalent from the copyright holder or authorized representative.

Please send the above information to EFS as follows:

Compliance Manager
Electronic Form Solutions, LLC
1801 W. Louisiana Street, Suite 200
McKinney, TX 75069
Phone: (877) 433-6760
Fax: (877) 433-6760
Email: compliance@eformsolutions.com

In an effort to protect the rights of copyright owners, EFS maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Web Site who are repeat infringers.

16. Username and Password

You are responsible for maintaining the security of your account, passwords, and files (this includes the usernames and passwords of users you permit to log in to the Services). EFS will accept the instructions of any individual who claims to be authorized to direct changes to your account so long as such person presents your superuser username and password on-line, by email or by phone. EFS has no knowledge of your organizational structure. EFS shall not be responsible for the actions of any individuals who misuse or misappropriate your information using your username and password.

17. Miscellaneous

17.1 If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

17.2 EFS and you agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.

17.3 No agency, partnership, joint venture, or employment is created as a result of the Agreement, and you do not have any authority of any kind to bind EFS in any respect whatsoever.

17.4 In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

17.5 The Agreement shall be governed by the laws of the State of Texas, USA without regard to its choice or law or conflict of laws provisions. All legal actions in connection with the Agreement shall be brought in the state or federal courts located in Dallas, Texas.

Additional Information

If you have any questions about the rights and restrictions above, please contact EFS by email at info@eformsolutions.com.

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Revised July 15th, 2016

Accepted: _____
Printed: _____
Title: _____