



Terms

SCRIBO SITE USE & SERVICES TERMS AND CONDITIONS

Version: September, 2019

The guiding philosophy behind our application and mission is simple: The Privacy, security and safety of our users' data. We DO NOT track our users' transmissions. We DO NOT HAVE ACCESS to review or browse our users' data, files, images and other transmissions. With our Scribo's encryption and proprietary functionality, ONLY the sender and receiver EVER have access to the sent and received data...and following the transmission, Scribo electronically shreds everything. Forever. Period.

Nevertheless, because of the lawyers...

IMPORTANT NOTICE: THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM USE OF THE SCRIBO SITE AND SERVICES. THESE TERMS AFFECT YOUR LEGAL RIGHTS, AS MORE SPECIFICALLY DETAILED IN THE MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION SECTION BELOW.

These Scribo Site Use and Services Terms and Conditions (the "Terms") govern all access to and use of the Scribo ("Scribo," "we" or "us") web sites and services (collectively, the "Site") by site visitors ("Site Visitors") and by individuals or entities who purchase services ("Scribo Services") or create an account ("Account"), together with their Authorized Users (collectively, "Customers"). As a Site Visitor or Customer, you expressly agree to and accept these Terms (whether on behalf of yourself or a legal entity you represent) by using the Site or any Scribo Services. An "Authorized User" of a Customer is an individual natural person, whether an employee, business partner, contractor, or agent thereof, who is registered or permitted by the Customer to use the Scribo Services subject to these Terms. This use rights granted to any Authorized User is limited to the maximum number of users or uses specified by Scribo at the time of purchase, as amended by Scribo in our sole discretion



at any time. Customers and Site Visitors may be referred to in these Terms as “you” and “your,” as applicable.

If you are a Customer and you or your organization are bound by a Master Services Agreement with Scribo (“Corporate Terms”), then these Terms will apply solely to any extent that your use of the Site or any Scribo Services is not governed by the Master Services Agreement. For the avoidance of doubt, any reference to the “Site” in these Terms also includes the Scribo Services.

BY ACCESSING, USING, OR DOWNLOADING ANY MATERIALS FROM THE SITE, YOU AGREE TO BE BOUND BY AND FOLLOW THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SITE, AND MUST CEASE USING THE SITE IMMEDIATELY.

SECTION 1: Updates and Communications

1.1 We may revise these Terms or append any additional terms and conditions from time to time to reflect changes in the law or to the Scribo Services, or otherwise in our sole but reasonable discretion. In the event of any such revisions, we will post the revised terms on the Site with a revised applicable version date. You agree that we shall not be liable to you or to any third party for any modification of the Terms.

BY USING THE SITE, YOU ACCEPT RESPONSIBLE FOR REVIEWING THE SITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE SCRIBO SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS.

SECTION 2: Additional Terms for Scribo Services

You hereby acknowledge and agree that certain Scribo Services or features available on the Site may be subject to additional terms and conditions, including without limitation such additional terms as may be defined in a separate Services Schedule and/or Master Services Agreement, as applicable. In the absence of any such ancillary agreement or agreements agreed upon by and between you and Scribo, these Terms shall apply to all Scribo Services. In the event of the existence of any such ancillary agreements, such



agreements are hereby appended to and made a part hereof by reference, and the order of preference and application of all such agreements shall be as defined in Section 12.8.

SECTION 3: Usage and Access Rights

3.1 Eligibility for Site Use. You represent and warrant that you (including your Authorized Users, as applicable) are: (a) Of legal age (18 years of age or older or otherwise of legal age in your resident jurisdiction) and competent to agree to these Terms; and (b) Not located at any time when using the Site, or under the control of, or a national or resident of country or territory embargoed by the United States of America, and are not a prohibited end user under Export Control Laws (as defined in Section 12.3). You acknowledge agree that that unless you are able to make the foregoing representations and warranties, you are not permitted or authorized to use the Site. If Scribo has previously prohibited you from using the Site, you are not authorized to access the Site without Scribo's prior written consent. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that party's behalf, and to legally bind them to these Terms.

3.2 Limited License. Upon your acceptance of these Terms, we grant you a limited, non-exclusive and non-transferable license to access and use the Site for your internal business purposes, solely as expressly permitted in these Terms and any applicable paid Customer plan that enables registration of an Account for the use of a Scribo Service ("Subscription Plan"). You agree not to use or permit use of the Site at any time for any illegal purpose or in any manner inconsistent with the provisions of these Terms. If you are or become a direct competitor of Scribo, you may not access or use the Scribo Services without Scribo's prior written consent, and then only for the expressly authorized purposes. Except as otherwise restricted by these Terms, Scribo grants you permission on a non-exclusive, non-transferable, limited basis to display, copy, upload and download content and materials on the Site provided that you: (a) Retain all copyright and other proprietary notices on your submitted content and materials; (b) Use them solely for personal or internal, non-commercial use or in accordance with any applicable Subscription Plan; and (c) Do not modify them in any way. Each Subscription



Plan may include restrictions and requirements that outline the features that the authorized Customer will be able to access. Any violation of the license provisions contained in this Section 3 may result in the immediate termination of your right to use the Site, as well as potential liability for copyright infringement and any other applicable legal claims.

SECTION 4: Ownership

4.1 Intellectual Property. The Site contains materials that are proprietary and are protected by copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property laws and treaties, including without limitation formal registered rights and any applicable common laws.

4.1.1 The Site is also protected as a collective work or compilation under copyright and other laws and treaties. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained on the Site. You acknowledge that the Site contains original works that have been developed, compiled, prepared, revised, selected, and arranged by Scribo and others through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and which constitute valuable intellectual property. All present and future rights in and to trade secrets, patents, designs, copyrights, trademarks, database rights, service marks, know-how, and other intellectual property or other proprietary rights of any type, Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or process related thereto, including rights in and to all applications and registrations relating to the Site, shall, as between you and Scribo, at all times be and remain the sole and exclusive property of Scribo.

4.1.2 Scribo, on behalf of itself and any applicable affiliates and partners, hereby claims full rights to the trademarks, logos, taglines, and service marks displayed on the Site (collectively, the "Trademarks"), whether registered or unregistered. The Trademarks may not generally be used in any advertising or publicity, or otherwise to indicate Scribo's sponsorship of or affiliation with any product, service, event, organization or person without Scribo's prior written permission. Scribo acknowledges any applicable trademark rights of



other organizations for their respective products or services potentially displayed on the Site. Any rights not expressly granted in these Terms are reserved by Scribo. Except as expressly provided in these Terms, your use of the Trademarks and all other Scribo content is strictly prohibited.

4.1.3 Copyright. Scribo respects all applicable copyright laws, and requires its users to do the same. If you believe that any content or material on the Site infringes your or any third party's copyright rights, we request that you please notify us at your earliest reasonable convenience. Scribo reserves the unilateral right to terminate, freeze or otherwise amend the use of any party whom we reasonably but in our sole discretion believe is or may be infringing upon any third party rights, expressly but without limitation including rights under applicable Copyright laws.

4.2 Software Use Restrictions. Software available for downloading through the Site or third-party websites or applications (the "Software") is the copyrighted work of Scribo and/or any such third-party providers. Use of the Software is governed by these Terms. Unauthorized reproduction or distribution of the Software is expressly prohibited by law, and may result in civil and criminal penalties. Violators may be prosecuted.

4.3 Non-eDocument Content and Submissions/User Content.

4.3.1 Submissions. The Site may enable you to submit, post, upload, or otherwise make available (collectively, "Post") content such as questions, public messages, ideas, product feedback, comments, and other content (collectively, "User Content") that may or may not be viewable by other users. If you Post User Content, unless we indicate otherwise, you grant us a nonexclusive, royalty-free, non-revocable and fully sub-licensable right to access, view, use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, copy, and display such User Content throughout the world in any form, media, or technology now known or hereafter developed. You also permit any other user to view, copy, access, store, or reproduce such User Content for that user's personal use. You grant us the right to use the name and other information about you that you submit in connection with such User Content. You represent and warrant that: (a) You own or otherwise control all of the rights to the User Content



that you Post; (b) The User Content you Post is truthful and accurate; and (c) Use of the User Content you Post does not violate these Terms or any applicable laws. For the avoidance of doubt, User Content does not include any document or other file that you upload to the Site for your Scribo Services use (“eDocuments”).

4.3.2 Screening & Removal. You acknowledge and agree that Scribo and its designees may or may not, at Scribo’s discretion, pre-screen User Content before its appearance on the Site or Scribo Services, but that Scribo has no obligation to do so. You further acknowledge and agree that Scribo reserves the right but not obligation, in its sole discretion, to reject, move, edit, or remove any User Content that is contributed to the Site. Without limiting the foregoing, Scribo and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in Scribo’s sole discretion. You acknowledge and agree that Scribo does not verify, adopt, ratify, or sanction User Content, and you agree that you must evaluate and bear all risks associated with your use of User Content or your reliance on the accuracy, completeness, or usefulness of User Content.

SECTION 5: Restrictions on Use of the Site

5.1 By using the Site and any Scribo Service, you specifically agree not to engage in or attempt to perform any activity or transmit any information that, in our sole discretion:

- a) Is illegal or violates any federal, state, or local law or regulation;
- b) Advocates illegal activity or discusses illegal activities with the intent to commit them;
- c) Violates any third-party right, including without limitation, privacy, publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
- d) Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene,



libelous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;

e) Interferes with any other party's use and enjoyment of the Site or Services;

f) Attempts to impersonate another person or entity;

g) Is commercial in a way that violates these Terms or the terms of any Master Services Agreement, including but not limited to, using the Site for spam, surveys, contests, pyramid schemes, or other advertising materials;

h) Falsely states, misrepresents, or conceals your affiliation with another person or entity;

i) Accesses or uses the account of another user without permission;

j) Distributes computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or electronic communications equipment;

k) Interferes with, disrupts, disables, overburdens, or destroys the functionality or use of any features of the Site, or the servers or networks connected to the Site, or any of the Scribo Services;

l) "Hacks" or accesses without permission our proprietary or confidential records, those of another user, or those of anyone else;

m) Improperly solicits personal or sensitive information from other users including without limitation address, credit card or financial account information, or passwords;

n) Decompiles, reverse engineers, disassembles, or otherwise attempts to derive source code from the Site, except as expressly permitted in these Terms, except to the express limited extent permitted by applicable law without consent;



o) Removes, circumvents, disables, damages, or otherwise interferes with security-related features, or features that enforce limitations on use of the Site;

p) Uses automated or manual means to violate the restrictions in any robot exclusion headers on the Site, if any, or bypasses or circumvents other measures employed to prevent or limit access, for example by engaging in practices such as “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or other information;

q) Modifies, copies, scrapes or crawls, displays, distributes, publishes, licenses, sells, rents, leases, lends, transfers, or otherwise commercializes any materials or content on the Site;

r) Uses the Site for benchmarking, or to compile information for a product or service; or

s) Downloads (other than through page caching necessary for personal use, or as otherwise expressly permitted by these Terms), distributes, posts, transmits, performs, reproduces, broadcasts, duplicates, uploads, licenses, creates derivative works from, or offers for sale any content or other information contained on or obtained from or through the Site or Scribo Services, by any means except as provided for in these Terms or with the prior written consent of Scribo.

If at any time you believe that content on the Site violates any the above restrictions, please contact us using the information provided below.

5.2 In addition to the foregoing, Customers shall not, and shall not permit others to do the following with respect to the Scribo Services:

a) Use the Scribo Services or allow access to them in a manner that circumvents contractual usage restrictions or that exceeds authorized use or usage metrics set forth in these Terms, any applicable Subscription Plan or Scribo’s Privacy Policy, incorporated herein by reference;



b) License, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Scribo Services or Scribo's then-current technical and functional documentation for the Scribo Services ("Documentation") available for access by third parties except as otherwise expressly provided in these Terms; or

c) Access or use the Scribo Services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Scribo Services or allow access by a direct competitor of Scribo.

5.3 You may not frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You may link to the Site, provided that you acknowledge and agree that you will not link the Site to any website containing any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information or that violates any intellectual property, proprietary, privacy, or publicity rights. Any violation of this provision may, in our sole discretion, result in termination of your use of and access to the Site effective immediately.

5.4 You acknowledge that we have no obligation to monitor any User's access or use of the Site for violations of these Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating and improving the Site (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes, analytics, and advertising), to ensure your compliance with these Terms and to comply with applicable law or the order or requirement of a court, consent decree, administrative agency or other governmental body.

SECTION 6: Privacy

6.1 Scribo Privacy Policy. You acknowledge that except as described in these Terms or any applicable Corporate Terms and/or Master Services Agreement, the information you provide to us or that we collect will be used and protected as described in the Scribo Privacy Policy.



6.2 Data Processing/Transfer. If Customer or Customer's Affiliate is established in the United Kingdom, a Member State of the European Economic Area, or Switzerland, the Data Protection Attachment for Scribo Signature services can be found at: [link](#) ("DPA") applies to the processing of any Personal Data (as defined in Section 1 of the DPA).

6.3 Access & Disclosure. Subject to our corporate philosophy and policies regarding the privacy, use and retention of our Users' information, we reserve the right to access, preserve, or share any of your information when we believe in good faith that such sharing is reasonably necessary to investigate, prevent, or take action regarding possible illegal activities or to comply with legal process (e.g. a subpoena or other legal process). We may also share your information in situations involving potential threats to the physical safety of any person, violations of the Scribo Privacy Policy or our user agreements or terms, or to respond to the claims of violation of the rights of third parties and/or to protect the rights, property and safety of Scribo, our employees, Users, or the public. This may involve the sharing of your information with law enforcement, government agencies, courts, and/or other organizations.

SECTION 7: Terms Specific to Scribo Services

7.1 Right to Use Scribo Services. Subject to these Terms, Scribo will provide the Scribo Services to Customers in accordance with each Customer's Subscription Plan, and Scribo grants to each Customer a limited, non-exclusive, non-transferrable right and license during the Term, solely for the Customer's internal business purposes and in accordance with the Documentation, to: (a) Use the Scribo Services; (b) Implement, configure, and, through its Account Administrator(s), permit its Authorized Users to access and use the Scribo Services up to any applicable limits or maximums; and (c) Access and use the Documentation.

7.1.1 Authorized Users. Authorized Users of Customer must be identified by a unique email address and user name and two or more natural persons may not use the Scribo Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the Scribo Services will be allowed only if the user is under confidentiality and other obligations with Customer at least as restrictive as those in these Terms, and is accessing or



using the Scribo Services solely to support Customer's internal business purposes.

7.1.2 Account Administrator. Customer may assign and expressly authorize one or more Authorized User(s) as its agent to manage Customer's Account, and management of Customer's Account includes, without limitation, configuring administration settings, assigning access and use authorization, requesting different or additional services, providing usage and performance records, managing templates, assisting in third-party product integrations, and accepting notices, disclosures, and terms and conditions ("Account Administrator"). Customer may appoint an employee, agent or a third-party business partner or contractor to act as its Account Administrator(s) and may change its designation at any time through the Customer's Account.

7.2 Payment Terms.

7.2.1 Subscription Plan. The prices, features, and options related to the Site Use and Scribo Services depend on the Subscription Plan selected as well as any changes instigated by Customer. Scribo does not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Subscription Plan without prior notice.

7.2.2 Payments and Refund Policy. You agree to timely pay to Scribo all fees associated with any Subscription Plan, Account, or use of the Scribo Services, including without limitation use by Authorized Users. Charges for pre-paid Subscription Plans will be billed to you in advance. Charges for per-use purchases and standard Subscription Plan charges will be billed in arrears unless otherwise specified in the Subscription Plan. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR OTHERWISE AT SCRIBO'S SOLE DISCRETION, PAYMENTS ARE NON-REFUNDABLE. In the event of Scribo's consent, in Scribo's sole discretion, to any termination of a Customer's Subscription Plan, Scribo reserves the right to assess the applicable fees for the pro-rata period of Customer usage prior to the termination, based upon the then-applicable monthly rate.



7.2.3 Recurring Charges. When you purchase a Subscription Plan, you must provide accurate and complete information for a valid, authorized payment method. You will be billed for your Subscription Plan either through the payment method you provide, such as a credit card, or through an intermediary provider (i.e., Paypal or a similar application, "Payment App"). You must promptly notify Scribo of any change in your invoicing address and must keep your Account updated at all times with any changes related to your payment method. BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, YOU AUTHORIZE SCRIBO AND/OR ITS AGENT(S) TO CHARGE YOUR PREFERRED PAYMENT METHOD ON A RECURRING (MONTHLY OR YEARLY) BASIS ("AUTHORIZATION") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF THE SCRIBO SITE. The Authorization continues through the applicable Subscription Term and any Renewal Term (as defined in Section 8.2.3, below), or until you cancel your Subscription as set forth in Section 8.2 of these Terms.

7.2.4 Late Fees & Collection Costs. If Scribo does not receive timely payment from Customer's payment method, you agree to pay all amounts due upon demand. Any amount not paid when due will be subject to finance charges assessed upon the unpaid balance at lesser of 1.5% per month or the highest rate permitted by applicable law, compounded daily from the date due until the date paid. You agree to reimburse any costs or expenses (including without limitation Court costs and reasonable attorneys' fees) incurred by Scribo to collect any amount that is not paid when due. Scribo may accept payment in any amount without prejudice to Scribo's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to Scribo may not be withheld or offset against amounts due or asserted to be due from Scribo for any reason.

7.2.5 Invoices. Scribo will provide reasonable billing and usage information, and reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. You agree to notify us regarding any billing discrepancies within thirty (30) days after they first appear on your invoice. Failure to bring such discrepancies to our attention within the stated period shall be deemed a full waiver of any further right to dispute the invoiced billing and/or reported usage information.



7.2.6 Billing Cycles. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations accordingly. You agree that at our sole discretion, we may accumulate charges incurred during a billing cycle and submit them as one or more aggregate charges during or at the end of a cycle, and that we may delay obtaining authorization or payment from your payment card issuer or Payment App until submission of the accumulated charge(s).

7.2.7 Benefit Programs. You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government agreement with us ("Business Terms"). Any and all such Benefits are provided solely as a result of the corresponding Business Terms and may be modified or terminated without notice. If you use the Scribo Services and a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Subscription Plan or receive certain Benefits tied to Business Terms with us, but you are liable for your own charges, then you authorize us to share enough account information to verify your continuing eligibility for those Benefits and the Subscription Plan.

7.2.8 Applicable Taxes. All fees and payments contemplated by these Terms are stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes ("VAT"), goods and services taxes ("GST"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon, excluding taxes based on Scribo's net income (collectively, "Taxes"). Customers are responsible for and bear Taxes associated with purchases of, payment for, access to or use of the Scribo Services. Taxes shall not be deducted from the payments to Scribo, except as required by law, in which case Scribo may amend the invoiced amount payable as necessary to account for any required deductions and withholdings. You hereby represent and confirm that Scribo can rely upon the name and address set forth in your Subscription Plan registration as being the application geographic location for Tax purposes.



7.2.9 Intermediary Provider Billing. If your Subscription Plan is based on intermediary provider billing, your intermediary provider will automatically charge your Payment App account monthly for the cost of the Subscription Plan and any applicable taxes and fees. If you are not current with your Subscription Plan payments, we reserve the right to terminate your account, suspend your access to your Subscription Plan, or convert your Subscription Plan subscription to a non-subscription account. You will be responsible for paying all past due amounts.

7.3 Free Trial and Special Offers for Scribo Services.

7.3.1 If you register for a free trial, promotional offer, or other type of limited offer for use of Scribo Services ("Free Trial"), you may be presented with additional terms and conditions when registering for a Free Trial, and any such additional terms and conditions are legally binding and hereby incorporated into these Terms by reference. This Section 7.3 supersedes and applies notwithstanding any conflicting provisions provided elsewhere and at any time, regarding access and use of a Free Trial.

7.3.2 Scribo reserves the right to reduce or terminate the term of any free trial period without prior notice.

7.3.3 The version of the Scribo Services that is available for a Free Trial may not include or allow access to all features or functions. ANY DATA THAT A CUSTOMER ENTERS INTO THE SCRIBO SERVICES, AND ANY CONFIGURATIONS MADE BY OR FOR A CUSTOMER, DURING THE FREE TRIAL MAY BE PERMANENTLY LOST AT THE END OF THE TRIAL PERIOD UNLESS THE CUSTOMER: (a) PURCHASES A SUBSCRIPTION PLAN TO SCRIBO SERVICES THAT IS EQUIVALENT TO OR GREATER THAN THOSE COVERED BY THE TRIAL; OR (b) EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD.

7.3.4 Notwithstanding any other provision of these Terms, including without limitation the warranties described in Section 9 or any service-specific terms and conditions applicable to a particular Scribo Service, including exhibits and attachments accompanying such schedule ("Service Schedule"), all Scribo Services provided pursuant to a Free Trial are provided "AS IS" and "as



available“ without any warranty that may be set forth in these Terms. SCRIBO DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SCRIBO’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO CUSTOMER’S USE OF ANY FREE TRIAL IS EXPRESSLY LIMITED TO A MAXIMUM OF \$100.

7.4 Data.

7.4.1 General Data. You are responsible for data that you provide or use in Scribo Services. You are solely responsible for determining the suitability of the Scribo Services for your business or organization and complying with any regulations, laws, or conventions applicable to the data you provide and your use of the Scribo Services and Site.

7.4.2 Personal Data. As a Customer, you warrant that the collection and use of any personal information or data provided while using the Site complies with all applicable data protection laws, rules, and regulations. Subject to Scribo’s business practices and philosophy, you and your Authorized Users acknowledge that Scribo may process such personal data in accordance with the Scribo Privacy Policy.

7.5 Customer Warranties and Representations.

You hereby represent and warrant to Scribo that: (a) You have all requisite rights and authority to use the Scribo Services under these Terms and to grant all applicable rights herein; (b) You are responsible for all use of the Scribo Services associated with your Account; (c) You are solely responsible for maintaining the confidentiality of your Account names and password(s); (d) You agree to immediately notify Scribo of any unauthorized use of your Customer Account of which you become aware; (e) You agrees that Scribo will not be liable for any losses incurred as a result of a third party’s use of your Account, regardless of whether such use is with or without your knowledge or consent; (f) You will use the Scribo Services solely for lawful purposes, and only as subject to and in compliance with these Terms; (g) Any information you submit to Scribo is true, accurate, and correct; and (h) You will not attempt to gain unauthorized access to the System or the Scribo



Services, other accounts, computer systems, or networks under the control or responsibility of Scribo through hacking, cracking, password mining, or any other unauthorized means.

7.6 Confidentiality.

7.6.1 Confidential Information. “Confidential Information” means (a) For Scribo, the Scribo Services and Documentation; (b) For Scribo Customers, the Customer Data; (c) Any other information of a party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the Recipient), or that due to the nature of the information the Recipient would clearly understand it to be confidential information of the disclosing party; and (d) Any amendment of or attachment to these specific Terms agreed upon by and between you and Scribo. Confidential Information shall not include any information that: (i) Was or becomes generally known to the public through no fault or breach of these Terms by the Recipient; (ii) Was rightfully in the Recipient’s possession at the time of disclosure without restriction on use or disclosure; (iii) Was independently developed by the Recipient without use of the disclosing party’s Confidential Information; or (iv) Was rightfully obtained by the Recipient from a third party not under a duty of confidentiality or restriction upon use or disclosure. All information provided to Scribo that is not Confidential Information will be treated in accordance with the Scribo Privacy Policy.

7.6.2 Restricted Use and Nondisclosure. During and after the Subscription Term, the party receiving Confidential Information (“Recipient”) will: (a) Use the Confidential Information of the other party solely for the purpose for which it is provided; (b) Not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) Protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. Notwithstanding the foregoing, you expressly authorize Scribo to use and process Customer Data as



described in the Scribo Privacy Policy, which provides for, but is not limited to, delivering eDocuments as indicated by a Customer's use of the Scribo Services and sharing Transaction Data (as defined in the Signature Schedule) with individuals who are authorized to view, approve or sign eDocuments created by a Customer.

7.6.3 Required Disclosure. If Scribo is required by law to disclose Confidential Information, Scribo will use commercially reasonable efforts to provide prompt written notice to the Customer before making the disclosure, unless prohibited from doing so by the legal or administrative process, and where reasonably available, assist the Customer to obtain an order protecting the Confidential Information from public disclosure.

7.6.4 Ownership. Notwithstanding any other provision of these Terms, Scribo acknowledges that, as between the parties, all Confidential Information it receives from any Customer, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by Customer. Nothing in these Terms grants Scribo any right, title or interest in or to any of the Customer's Confidential Information. Scribo's incorporation of the disclosing party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

SECTION 8: Term and Termination

8.1 Termination – Site Visitors. A Site Visitor may terminate its use of the Site at any time by ceasing further use of the Site. Scribo may terminate your use of the Site and deny you access to the Site in our sole discretion for any reason or no reason, including for violation of these Terms.

8.2 Term and Termination – Customers.

8.2.1 Suspension of Access to Scribo Services. Scribo may suspend any use of the Scribo Services, remove any content or disable or terminate any Account or Authorized User that Scribo reasonably and in good faith believes violates these Terms. Scribo will use commercially reasonable efforts to notify you prior to any such suspension or disablement unless Scribo reasonably believes that: (a) Such notice is prohibited under applicable law, legal process



or the advice of legal counsel regarding any such court or government administrative agency processes, orders, mandates, etc.; or (b) It is necessary to delay notice in order to prevent imminent harm to the Scribo Services or a third party. Under circumstances where notice is delayed, Scribo will provide the notice if and when the related restrictions in the previous sentence are reasonably deemed by Scribo and/or Scribo's legal counsel to no longer apply.

8.2.2 Term. With respect to Scribo Services, the period of effectiveness of these Terms ("Term") begins on the date you accept them and continues until your Subscription Plan expires or your use of the Scribo Services ceases (including as a result of termination in accordance with this Section 8.2), whichever is later.

8.2.3 Subscription Term and Automatic Renewals. Scribo's Subscription Plans automatically renew unless otherwise noted. If you purchase a Subscription Plan, you agree to pay the then-current applicable fee associated with the Subscription Plan and acknowledge that it will automatically renew unless prior to the end of the current period of effectiveness of the Subscription Plan ("Subscription Term"): (a) You terminate your Account; (b) You set your Account not to auto-renew by logging in to your Scribo Services account, or request non-renewal by contacting us at support@scriboco.com ; (c) Scribo declines to renew your Subscription Plan; or (d) Your Account is otherwise terminated as expressly set forth in these Terms. Subscription Plans automatically renew on a monthly or annual basis, according to the annual or monthly terms of the renewing Subscription Plan (the "Renewal Term").

Promotional codes may only be used for your first Subscription Term. If you purchased your Subscription Plan with a promotional code, each time your Subscription Plan renews you will be charged the full annual billing amount. If your Subscription Plan is ever terminated for any reason, and you purchase another Subscription Plan, you will not be eligible to use a promotional code.

We reserve the right to modify, terminate, or otherwise amend the fees and features associated with your Subscription Plan. We may also recommend that you purchase a new Subscription Plan that is comparable to your previous Subscription Plan that is either renewing or terminating. Before we



change the fees and charges in effect, or add new fees and charges, We will provide you with electronic notice no less than thirty (30) days prior to changing any fees currently in effect, or adding new fees or charges. Upon our provision to you of such notice, your continued use of the Scribo Services after the changes have been made will constitute your acceptance of the changes. If you do not wish to continue subscribing with the new fees or features, you may terminate your Subscription Plan as described in Section 8.2.4. If you accept the new Subscription Plan, its terms and conditions with these Terms will apply for the Renewal Term and thereafter.

8.2.4 Termination by Customer. You may terminate your Account at any time upon ten (10) days' advance written notice to Scribo. If you wish to terminate your Account, you must provide notice by contacting us at support@scriboco.com. If you purchased your Subscription Plan through an external service, such as an App Store, you may be required to use the tools made available by those services to manage and/or terminate your Subscription Plan. Notwithstanding these Terms, expressly but without limitation including Section 7.2.2, if you terminate your annual Subscription Plan within the first thirty (30) days of the initial Subscription Term, you may submit a written request to Scribo for a refund of the fees paid to Scribo for the unused balance of your initial Subscription Term, which Scribo will consider in good faith, but with the ultimate determination in Scribo's sole discretion.

8.2.5 Default; Termination by Scribo. You will be in default of these Terms if: (a) You fail to timely pay any amount owed to us or any Scribo Affiliate; (b) You or your Authorized User breach any provision of these Terms or violate any published policy applicable to the Scribo Services; (c) You are or become subject to any proceeding under the Bankruptcy Code or similar laws; or (d) If, in our sole discretion, we believe that your or any of your Authorized User's continued use of the Scribo Services creates legal risk for Scribo or presents a threat to the security of the Scribo Services, the Scribo customer community or the general public. In the event of any such default, we may, without notice: (i) Suspend your Account and use of the Scribo Services; (ii) Terminate your Account; (iii) Charge reactivation fees in order to reactivate your Account; and/or (iv) Pursue any other remedy available to us pursuant to applicable law. A Scribo "Affiliate" means any legal entity owned by Scribo ,



that owns Scribo or that is under common control with Scribo. As a Customer, your “Affiliate” means any legal entity that you own, that owns your entity contracting with Scribo or that is under common control with such entity. “Control” and “own” mean possessing greater than 50% interest in an entity or the right to direct the management of the entity.

8.2.6 Effect of Termination. If these Terms expire or are terminated for any reason: (a) Customers are required and hereby agree pay to Scribo any amounts that remain owed and unpaid as of the date of the termination or expiration; (b) Any and all of Customer’s liabilities to Scribo that have accrued before the effective date of the expiration or termination will survive; (c) Licenses and use rights granted to Customer with respect to the Site and Scribo Services and intellectual property will immediately terminate; (d) Scribo’s obligation to provide any further services to Customer under these Terms will immediately terminate, except any such services that are expressly to be provided following expiration or termination of these Terms; and (e) The provisions of Sections 3, 4, 5.3, 5.4, 6, 7.2.2, 7.2.7, 7.2.8, 7.3, 7.4, 7.6, 8.2.6, 9, 10, 11, and 12 will survive to greatest extent permitted by applicable law, as well as such provisions of these Terms as are designated to survive under any Service Schedules, Master Service Agreements and accompanying attachments and Exhibits thereto and to these Terms.

SECTION 9: Warranties and Disclaimers

THE SCRIBO SERVICES, DOCUMENTATION, AND SITE ARE PROVIDED “AS IS” AND “AS AVAILABLE.” YOUR USE OF THE SCRIBO SERVICES, DOCUMENTATION, AND SITE SHALL BE AT YOUR SOLE RISK. SCRIBO AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, AFFILIATES, SUBSIDIARIES, AND LICENSORS (“SCRIBO PARTIES”): (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SCRIBO SERVICES, DOCUMENTATION, OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE



SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE OF THE SCRIBO SERVICES, DOCUMENTATION, OR SITE.

THE SCRIBO PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT SCRIBO SERVICES, DOCUMENTATION, AND SITE HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR COMPLETENESS OF THE SCRIBO SERVICES, DOCUMENTATION, AND SITE CONTENT AND ASSUMES NO RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF SCRIBO SERVICES, DOCUMENTATION, AND SITE; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE THROUGH THE ACTIONS OF ANY THIRD PARTY; (vi) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE; AND/OR (vii) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA SCRIBO SERVICES, DOCUMENTATION, AND SITE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF SCRIBO TO ANY THIRD PARTY. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY AND FOR THE MINIMUM WARRANTY PERIOD ALLOWED BY THE MANDATORY APPLICABLE LAW.

THE SCRIBO PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, AND THE SCRIBO PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER



PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.

If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes the criminal acts of others.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as in this Section 9 or below in Section 11. Accordingly, some of these limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in Section 9 and Section 11 specifically apply to you.

SECTION 10: Indemnification Obligations

You will defend, indemnify, and hold Scribo, including our Affiliates, officers, directors, employees, suppliers, consultants, our unbelievably awesome lawyers, and agents harmless from any and all third-party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) Your access to and use of the Site; (b) Violation of these Terms by you or your Account Administrator(s) or Authorized Users, as applicable; (c) Infringement of any intellectual property or other right of any person or entity by you; (d) The nature and content of all Customer Data processed by the Scribo Services; or (e) Any products or services purchased or obtained by you in connection with the Site.

Scribo retains the exclusive right to settle, compromise, and pay, without your prior consent, any and all claims or causes of action that are brought against us. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter in which we are named as a defendant and/or for which you have indemnity obligations without our prior written consent. We will use



reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

SECTION 11: Limitations on Liability

11.1 Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, SCRIBO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS, OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES, AND WHETHER SUCH CLAIMS ARE MADE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SCRIBO PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY: (a) USE OF THE SITE, DOCUMENTATION, OR SCRIBO SERVICES; (b) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (c) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, DOCUMENTATION, OR SCRIBO SERVICES; (d) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (e) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS; (f) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE, DOCUMENTATION, OR SCRIBO SERVICES BY ANY THIRD PARTY; (g) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE, DOCUMENTATION, OR SCRIBO SERVICES; (h) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, DOCUMENTATION, OR SCRIBO SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE SCRIBO PARTIES ARE



ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (i) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY.

Some countries and jurisdictions do not allow the limitation or exclusion of consequential, direct, indirect, or other damages in contracts with consumers and to the extent you are a consumer the limitations or exclusions in this Section 11.1 may not apply to you.

11.2 Cap on Damages. OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR TO YOUR USE OF THE SITE (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO SCRIBO FOR THE SCRIBO SERVICE(S) GIVING RISE TO THE CLAIM UNDER THESE TERMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR \$100, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

11.3 Independent Allocations of Risk. Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of these Terms between the parties. This allocation is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of these Terms, and each of these provisions will apply even if the warranties in these Terms have failed of their essential purpose.

11.4 Jurisdictional Limitations.

11.4.1 Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you. In that event, such exclusions and limitations shall apply to the maximum extent permitted by applicable mandatory law (and our liability shall be limited or excluded as permitted under mandatory applicable law). If you are a New Jersey resident, the limitations in Section 11 specifically do apply to you.



11.4.2 Scribo's liability to you if you are domiciled in Germany is limited as described in Section 12.9 below.

SECTION 12: General

12.1 Third Party Content. We may provide, or third parties may provide, links to other third-party web sites, services, or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any third-party content to which links may be provided, and you hereby waive any claim you might have against us with respect to such services. SCRIBO IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE LOCATED OUTSIDE THE SITE. Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or links to third-party web sites or resources on the Site.

12.2 Relationship. At all times, you and Scribo are independent contractors, and are not the agents or representatives of the other. These Terms are not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce these Terms. There are no third-party beneficiaries to these Terms. You must not represent to anyone that you are an agent of Scribo or are otherwise authorized to bind or commit Scribo in any way without Scribo's prior written authorization.

12.3 Export Control Laws. You acknowledge that the Site, Documentation, and/or Scribo Services and any related products, information, documentation, Software, technology, technical data, and any derivatives thereof, that Scribo makes available (collectively "Excluded Data") is subject to export control laws and regulations of the United States (including, without limitation, the U.S. Export Administration Act and the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC"))



and other jurisdictions (collectively “Export Laws”). You represent and warrant that you will not access, download, use, export, or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by Export Laws (including, without limitation, to any end user in a U.S. embargoed country or territory or an end user included on OFAC’s listing of Specially Designated Nationals or the U.S. Commerce Department’s Entity List or Denied Persons List) without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction you operate or do business. You are solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Site.

12.4 Assignability. You may not assign your rights or obligations under these Terms without Scribo’s prior written consent. If consent is given, these Terms will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under these Terms except as expressly provided in these Terms is void. Scribo may freely and without prior notice assign its rights, duties, and obligations under these Terms.

12.5 Notices. Except as otherwise permitted by these Terms, any notice required or permitted to be given in connection with the Scribo Services will be effective only if it is in writing and sent using: (a) Scribo Services; (b) By certified or registered mail; or (c) Insured courier, to the appropriate party at the address set forth in Customer’s registration information or on the Site for Scribo, with a copy, in the case of Scribo, to support@scriboco.com. Either you or Scribo may change the address for receipt of notice by notice to the other party in accordance with this Section 12. Notices are deemed given upon receipt if delivered using Scribo Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

12.6 Force Majeure. Except for any payment obligations, neither you nor Scribo will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party’s reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable



efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

12.7 Mandatory Arbitration, Waiver of Class Actions Applicable to Customers.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

12.7.1 You agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Section 12.7 is intended to be interpreted broadly and governs any and all disputes between us including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; claims that arose before these Terms or any prior; and claims that may arise after the termination of these Terms. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property as provided below.

12.7.2 Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. If you have any dispute with us, you agree that before taking any formal action you will contact us at support@scriboco.com and provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an Account). Except for intellectual property, you and Scribo agree to use their reasonable efforts to settle any dispute, claim, question, or disagreement directly through consultation with Scribo, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

12.7.3 Binding Arbitration. If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims (except as provided below) subject to these Terms set forth below. Specifically, all claims arising out of or relating to these Terms, the parties' relationship with each other, and/or your use of the Scribo Services shall be



finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

12.7.4 Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including but not limited to any claim that all or any part of these Terms is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

12.7.5 Filing a Demand. To start an arbitration, you must do the following: (a) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com); (b) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, One Beacon Street, Suite 2210, Boston, MA 02108; and (c) Send one copy of the Demand for Arbitration to us at: support@scriboco.com.

12.7.6 Fees & Costs. If your claim(s) total is less than US \$5,000.00, then: (a) You may choose whether your participation in the arbitration will be conducted on the basis of documents provided to the arbitrator, through a telephonic hearing or by an in-person hearing; (b) Scribo will reimburse your filing fees up to a maximum of US \$1,500.00 unless the arbitrator determines that your claims are frivolous; and (c) Scribo will not seek attorney's fees and costs, unless the arbitrator determines that your claims are frivolous. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.



12.7.7 No Jury Trial. The parties understand that, absent this mandatory arbitration section, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

12.7.8 Venue. Arbitration shall be initiated and take place in in Boston, Massachusetts, United States, and you and Scribo agree to submit to the personal jurisdiction of any federal or state court in Boston, Massachusetts in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

12.7.9 Class Action Waiver. The parties further agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND SCRIBO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

12.7.10 Exception: Litigation of Intellectual Property. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring enforcement actions, validity determinations, or claims arising from or relating to theft, piracy, or unauthorized use of intellectual property in any state or federal court with jurisdiction or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

12.7.11 Survival. This Mandatory Arbitration, Waiver of Class Actions section shall survive any termination of your use of the Site.



12.8 Entire Terms. These Terms, which include the language and paragraphs preceding Section 1, are the final, complete, and exclusive expression of the agreement between you and Scribo regarding the Scribo Services provided under these Terms. These Terms supersede and the parties disclaim any reliance on previous oral and written communications (including any confidentiality agreements pertaining to the Scribo Services under these Terms) with respect to the subject matter hereof and apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Scribo hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer and conditions assent solely based on these Terms and conditions of these Terms as offered by Scribo. Except as explicitly permitted in these Terms, no modification or amendment of these Terms shall be effective unless it is in writing and signed by an authorized agent of the party against whom the modification or amendment is being asserted. In the event of an inconsistency or conflict, the order of precedence in descending order of control is as follows: (a) the Subscription Plan or Master Services Plan, as applicable; (b) any attachments or appendix(ices) to the Subscription Plan or Master Services Plan; and (d) these Terms.

12.9 Provisions for Customers Domiciled in Germany. The provisions of this Section 12.9 apply only to Customers who are domiciled in Germany when entering into these Terms.

12.9.1 Scribo shall be fully liable for intentional and gross negligence, as well as for any damages arising from injury to life, body or health caused by Scribo. In the case of liability for slight negligence, Scribo shall be liable only for breach of a material obligation (“Cardinal Duty”) and any such liability shall be limited to typical, foreseeable damages and shall not include liability for lack of economic results, loss of profit, or indirect damages. A Cardinal Duty in the meaning of this Section 12.9.1 is an obligation, the fulfillment of which is essential to the performance of these Terms and on the fulfillment of which the contracting party may therefore rely.

12.9.2 If you are a consumer in Germany, nothing in these Terms affects your rights under mandatory German law and these Terms will be interpreted,



construed, and enforced in all respects in compliance with mandatory consumer protection laws of Germany. Notwithstanding Section 12.7 above and Section 12.10 below, if you are a consumer, you may submit a claim to enforce your rights under these Terms to the competent courts in Germany.

12.10 Governing Law & Venue. These Terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the Commonwealth of Massachusetts, U.S.A., without reference to its choice of law rules to the contrary. For purposes of determining the governing law, you and Scribo agree that Scribo is the proponent of these Terms.

Notwithstanding your and Scribo's agreement to mandatory arbitration, either party may seek any interim or preliminary injunctive relief from a court of competent jurisdiction in Boston, MA, as necessary to protect the party's rights or property pending the completion of arbitration. You hereby submit to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Boston, Massachusetts, U.S.A.

12.11 Language and Translations. Scribo may provide translations of these Terms or other terms or policies. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control.

12.12 Waiver. The waiver by either you or Scribo of any breach of any provision of these Terms does not waive any other breach. The failure of any party to these Terms to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms.

12.13 Severability. If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

12.14 How to Contact Us. If you have any questions about the Site or Terms, pricing, complaints, or other inquiries, please contact Scribo 15 Main St Suite



168, Watertown MA 02472, United States, by calling from the U.S (877) 399-7063 , or via email at support@scriboco.com . California users are also 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 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.