

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

13.47

SAP Number

N/A

Assessor-Recorder-County Clerk

Department Contract Representative	Tim Gaeta, Departmental Information Systems Administrator
Telephone Number	(909) 382-3240
Contractor	Colony Labs, Inc.
Contractor Representative	N/A
Telephone Number	N/A
Contract Term	Automatically renewing until terminated by either party
Original Contract Amount	Non-Financial
Amendment Amount	Non-Financial
Total Contract Amount	Non-Financial
Cost Center	N/A

Briefly describe the general nature of the contract: *The Colony Labs, Inc. (Colony Labs) Terms of Use Agreement provides general terms and conditions for use of Colony Labs' Scribe software application services.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► Kaleigh Ragon
Kaleigh Ragon, Deputy County Counsel

Date 12/16/22

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► Chris Wilhite
Chris Wilhite, Assessor-Recorder-County Clerk

Date 12-19-2022

Terms of Use

Last modified: April 7, 2020

Welcome to Scribe! Your use of Scribe's services, including the services Scribe makes available through this website and all related websites, data files, and applications which link to these terms of service (the "Website") and to all software or services offered by Scribe in connection with any of those (each a "Service" and collectively, the "Services"), is governed by these terms of service (the "Terms" or the "Terms of Use"), so please carefully read them before using the Services. For the purposes of these Terms, "we," "our," "us," "Company" and "Scribe" refer to Colony Labs, Inc., the providers and operators of the Services.

In order to use the Services, you must first agree to these Terms of Use. If you are registering for or using the Services on behalf of an organization, you are agreeing to these Terms of Use for that organization and promising that you have the authority to bind that organization to these Terms of Use. In that case, "you" and "your" will also refer to that organization, wherever possible. You must be over 13 years of age to use the Services, and children under the age of 13 cannot use or register for the Services.

Your use of, and participation in, certain Services may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the "Terms."

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND Scribe WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. SEE SECTION 13 FOR MORE DETAILS.

BY USING, DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING THE SERVICES OR ANY MATERIALS INCLUDED IN OR WITH THE SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THEN YOU MAY NOT USE, DOWNLOAD, INSTALL, OR OTHERWISE ACCESS THE SERVICES.

1. USE OF THE SERVICES AND COMPANY PROPERTIES.

The Website, the Services, and the software and systems used by the Company to make the Website and Services available (collectively, the "Company Properties") are protected by copyright, trademarks, patents, or other proprietary rights and laws throughout the world. Subject to the terms herein, including the payment of applicable fees, the Company grants to you a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services for your internal business purposes.

1.1 Authorized Users and Usage Limits.

Our Services enable users to record their workflows, for purposes of process documentation and/or automating those workflows using the Services. Your usage of our Services is subject to any limitations set forth in your order issued either pursuant to our pricing page or any written order form between you and the Company (each, an "Order"). Only Authorized Users are permitted to access and use the Service.

1.2 Updates.

You understand that Company Properties are evolving. As a result, Company may require you to accept updates to Company Properties that you have installed on your computer. You acknowledge and agree that Company may update Company Properties with or without notifying you. You may need to update third-party software from time to time in order to use Company Properties.

1.3 Certain Restrictions.

The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Company Properties or any portion of Company Properties, including the Website and applications, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Company Properties (including images, text, page layout or form) of Company; © you shall not use any metatags or other "hidden text" using Company's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Company Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access Company Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Company Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Company Properties. Any future release, update or other addition to Company Properties shall be subject to the Terms. Company, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of Company Properties terminates the licenses granted by Company pursuant to the Terms.

1.4 Third-Party Materials.

As a part of Company Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for Company to monitor such materials and that you access these materials at your own risk.

2. REGISTRATION.

2.1 Registering Your Account.

In order to access certain features of Company Properties you may be required to become a Registered User. For purposes of the Terms, a "Registered User" is a user who has registered an account on the Website ("Account").

2.2 Registration Data.

In registering an account on the Website, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the registration form (the "Registration Data"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) of legal age to form a binding contract; and (ii) not a person barred from using Company Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and Authorized Users may not share their account credentials with anyone (including other Authorized Users), and you agree to (a) notify Company immediately of any unauthorized use of your password or any other breach of security; and (b) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate your Account and refuse any and all current or future use of Company

Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself.

Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use Company Properties if you have been previously removed by Company, or if you have been previously banned from any of Company Properties.

2.3 Your Account.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company.

2.4 Necessary Equipment and Software.

You must provide all equipment and software necessary to connect to Company Properties, including but not limited to, a computer that is suitable to connect with and use Company Properties. You are solely responsible for any fees, including Internet connection, that you incur when accessing Company Properties.

3. RESPONSIBILITY FOR CONTENT.

3.1 Types of Content.

You acknowledge that all data, information, emails, preferences, calendar information, text, images, videos, audio-visual information, materials and content (collectively, "Content"), including Company Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Company, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available ("Make Available") through Company Properties ("Your Content"), and that you and other Users of Company Properties, and not Company, are similarly responsible for all Content they Make Available through Company Properties ("User Content").

3.2 No Obligation to Pre-Screen Content.

You acknowledge that Company has no obligation to pre-screen Content (including, but not limited to, User Content), although Company reserves the right in its sole discretion to pre-screen, refuse or remove any Content. In the event that Company pre-screens, refuses or removes any Content, you acknowledge that Company will do so for Company's benefit, not yours. Without limiting the foregoing, Company shall have the right to remove any Content that violates the Terms or is otherwise objectionable.

3.3 Storage.

Unless expressly agreed to by Company in writing elsewhere, Company has no obligation to store any of Your Content that you Make Available on Company Properties. Company has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of Company Properties. You agree that Company retains the right to create reasonable limits on Company's use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described as determined by Company in its sole discretion.

4. OWNERSHIP.

4.1 Company Properties.

Except with respect to Your Content and User Content, you agree that Company and its suppliers own all rights, title and interest in Company Properties.

4.2 Other Content.

Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in Company Properties.

4.3 Your Content

Company does not claim ownership of Your Content. However, when you as a User post or publish Your Content on or in Company Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

4.4 License to Your Content.

Subject to any applicable account settings that you select, you grant Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of operating and providing Company Properties to you. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not Company, are responsible for all of Your Content that you Make Available on or in Company Properties.

4.5 Feedback

You agree that submission of any ideas, suggestions, documents, and/or proposals to Company through its suggestion, feedback, wiki, forum or similar pages ("Feedback") is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Company Properties.

5. User Conduct.

In connection with your use of Company Properties, you shall not:

5.1 Make Available any Content that (i) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes violence or actions that are threatening to any other person; or (v) promotes illegal or harmful activities;

5.2 Harm minors in any way;

5.3 Impersonate any person or entity, including, but not limited to, Company personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity;

5.4 Make available any Content that you do not have a right to Make Available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

5.5 Make Available any Content that infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights;

5.6 Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court;

5.7 Advocate, encourage or assist any third party in doing any of the foregoing activities in this section.

6. INVESTIGATIONS.

Company may, but is not obligated to, monitor or review Company Properties and Content at any time. Without limiting the foregoing, Company shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although Company does not generally monitor user activity occurring in connection with Company Properties or Content, if Company becomes aware of any possible violations by you of any provision of the Terms, Company reserves the right to investigate such violations, and Company may, at its sole discretion, immediately terminate your license to use Company Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

7. FEES AND PURCHASE TERMS.

7.1 Payment.

You agree to pay all fees or charges to your Account or Order in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You agree to immediately notify Company of any change in your billing address or payment information. Company reserves the right at any time to change its prices and billing methods, either immediately upon posting on Company Properties or by e-mail delivery to you. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

7.2 Service Subscription Fees.

You will be responsible for payment of the applicable fee for any Services (each, a "Service Subscription Fee") at the time you create your Account and select your subscription package (each, a "Service Commencement Date"). Unless otherwise agreed upon by you and the Company in writing, each subscription will commence as of the Service Commencement Date and continue for the period for which fees have been paid (the "Subscription Term"). Upon the expiration of such term, unless otherwise agreed in an Order, your subscription will automatically renew for successive periods of equivalent duration, unless either you or Company gives the other written notice of its intent not to renew the subscription at least thirty (30) days prior to the expiration of the then-current subscription term. Except as set forth in the Terms, all fees for the Services are non-refundable. No contract will exist between you and Company for the Services until Company accepts your order by a confirmatory e-mail or other appropriate means of communication.

7.3 Taxes.

Company's fees are net of any applicable Sales Tax. If any Services, or payments for any Services, under the Terms are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Company, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Company for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that Company is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

7.4 Free Trials and Other Promotions.

Any free trial or other promotion that provides Registered User access to or additional features of the Services must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is prohibited unless you agree to pay the applicable

subscription fee. If you are inadvertently charged for a subscription, please contact Company to have the charges reversed.

7.5 Disputes.

You must notify us in writing within seven (7) days after receiving your invoice, if you dispute any of our charges on that invoice or such dispute will be deemed waived. Billing disputes should be notified to the following address: support@scribehov.com.

8. INDEMNIFICATION.

Company agrees to defend and hold you harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of third party claims to the extent resulting from or alleged to have resulted from the Services' infringement of a third party's intellectual property right. You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the "Company Parties") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, Company Properties; (c) your violation of the Terms; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. This provision does not require you to indemnify any of the Company Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Terms or your access to Company Properties.

9. DISCLAIMER OF WARRANTIES AND CONDITIONS.

9.1. As Is

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." Scribe, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Scribe, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE SERVICES WILL BE ACCURATE. FROM TIME TO TIME, COMPANY MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT COMPANY'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

9.2 No Liability for Conduct of Third Parties.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

9.3 No Liability for Conduct of Other Users.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF COMPANY PROPERTIES. YOU UNDERSTAND THAT COMPANY DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF COMPANY PROPERTIES.

10. LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Scribe, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. FURTHERMORE, IN NO EVENT SHALL Scribe'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT THAT YOU HAVE ACTUALLY PAID FOR THE SERVICES IN THE PAST TWELVE MONTHS, OR ONE THOUSAND DOLLARS (\$1,000.00), WHICHEVER IS GREATER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE LIMITATIONS ON Scribe'S LIABILITY TO YOU IN THIS SECTION SHALL APPLY WHETHER OR NOT Scribe HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

SOME STATES AND JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT Scribe'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

11. REMEDIES.

11.1 Violations.

If Company becomes aware of any possible violations by you of the Terms, Company reserves the right to investigate such violations. If, as a result of the investigation, Company believes that criminal activity has occurred, Company reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Company is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in Company Properties, including Your Content, in Company's possession in connection with your use of Company Properties, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of Company, its Users or the public, and all enforcement or other government officials, as Company in its sole discretion believes to be necessary or appropriate.

11.2 Breach.

In the event that Company determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for Company Properties, Company reserves the right to:

1. Warn you via e-mail (to any e-mail address you have provided to Company) that you have violated the Terms;
2. Delete any of Your Content provided by you or your agent(s) to Company Properties;
3. Discontinue your registration(s) with the any of Company Properties;
4. Discontinue your subscription to any Services;
5. Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
6. Pursue any other action which Company deems to be appropriate.

12. TERM AND TERMINATION.

12.1 Term.

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use Company Properties, unless terminated earlier in accordance with the Terms. Notwithstanding the foregoing, if you have a paid subscription for the Services, these Terms shall remain in effect for the term of your paid subscription, unless terminated earlier in accordance with the Terms.

12.2 Termination of Services by Company.

If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Terms, if you abuse or unreasonably interfere with the operation of the Services, or if Company is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), Company has the right to, immediately and without notice, suspend or terminate these Terms and any Services provided to you. You agree that all terminations for cause shall be made in Company's sole discretion and that Company shall not be liable to you or any third party for any termination of your Account.

12.3 Termination of Services by You.

Account for all of the Services that you use. If you have any trouble closing your Account, please contact us at: support@scribewhat.com. Note that if you have a paid subscription for the Services, you are responsible for paying the full amount of your paid subscription for the entire Subscription Term, regardless of whether or not you terminate your use of the Services early. Furthermore, the Services will continue at the end of each subscription period unless you cancel your subscription in accordance with the procedure set forth in Section 7.2.

12.4 Effect of Termination.

Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. Company will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

12.5 No Subsequent Registration.

If your registration(s) with or ability to access Company Properties, or any other Company community is discontinued by Company due to your violation of any portion of the Terms or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access Company Properties or any Company community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Company Properties to which your access has been terminated. In the event that you violate the immediately preceding sentence, Company reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

13. DISPUTE RESOLUTION.

Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Company and limits the manner in which you can seek relief from us.

13.1 Applicability of Arbitration Agreement.

You agree that any dispute or claim relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Company, will be resolved

by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, and (2) you or Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

13.2 Arbitration Rules and Forum.

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted in Santa Clara County, California, by JAMS, an established alternative dispute resolution provider. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Each party will be responsible for its respective arbitration and legal costs. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

13.3 Authority of Arbitrator.

The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Company.

13.4 Waiver of Jury Trial.

YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 13.1 above.

13.5 Waiver of Class or Other Non-Individualized Relief.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then claim must be severed from the arbitration and brought into the State or Federal Courts located in Santa Clara County, California. All other claims shall be arbitrated.

13.6 30-Day Right to Opt Out.

You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: support@scribehov.com, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Company username (if any), the email address you used to set up your Company account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

13.7 Severability.

Except as provided in subsection 13.5, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

13.8 Survival of Agreement.

This Arbitration Agreement will survive the termination of your relationship with Company.

13.9 Modification.

Notwithstanding any provision in this Agreement to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing Company at the following address: support@scribehov.com.

14. GENERAL PROVISIONS.

14.1 Electronic Communications.

The communications between you and Company use electronic means, whether you visit Company Properties or send Company e-mails, or whether Company posts notices on Company Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

14.2 Release.

You hereby release Company Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage that is either directly or indirectly related to or arises from your use of Users Content. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "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. The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Company Party or for such party's fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder.

14.3 Assignment.

The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

14.4 Force Majeure.

Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

14.5 Questions, Complaints, Claims.

If you have any questions, complaints or claims with respect to Company Properties, please contact us at: support@scribehov.com. We will do our best to address your concerns.

14.6 Exclusive Venue.

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the State or Federal Courts located in Santa Clara County, California.

14.7 Governing Law.

The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of California, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these terms.

14.8 Notice.

Where Company requires that you provide an e-mail address, you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice about account-specific actions to support@scribehov.com, and to the Company at the following address: 1 Bluxome St #312; San Francisco, CA 94107. Such notice shall be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

14.9 Waiver.

Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.10 Severability.

If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

14.11 Consumer Complaints.

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

14.12 Changes to the Terms

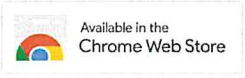
These Terms may be amended or updated from time to time without notice and may have changed since your last visit to the website or use of the Services. It is your responsibility to review these Terms for any changes. When changes are made, Company will make a new copy of the Terms of Use available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the "Last Updated" date at the top of the Terms of Use. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using the Services.

Please visit this page regularly to review these Terms for any changes.

14.13 Entire Agreement.

The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

contact@scribehov.com



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