

# Docmosis Terms of Service

These Terms of Service govern your access to and use of the Docmosis website (the “**Site**”), any information, text, graphics, or other materials created and/or provided by Docmosis and appearing on the Site (the “**Content**”), downloadable or utilisable files (“**Files**”) and any services and/or software provided through the Site or by Docmosis (the “**Services**”). These Terms of Service limit Docmosis’ liability and obligations to you, grant Docmosis certain rights and allow Docmosis to change, suspend or terminate your access to and use of the Site, Content, Files and Services. Your access to and use of the Site, Content, Files and/or Services are expressly conditioned on your compliance with these Terms of Service. By accessing or using the Site, Content, Files and/or Services you agree to be bound by these Terms of Service.

YOU UNDERSTAND THAT BY CREATING A DOCMOSIS ACCOUNT AND, BY USING THE SITE, CONTENT, FILES AND/OR SERVICES OR YOUR ACCOUNT YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SITE, CONTENT, FILES OR SERVICES. IF YOU AGREE TO THESE TERMS OF SERVICE ON BEHALF OF A BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT BUSINESS TO THESE TERMS OF SERVICE AND YOUR AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT OF THE BUSINESS. IN THAT EVENT, “YOU ” AND “YOUR” WILL REFER AND APPLY TO THAT BUSINESS.

## Types of Accounts

Currently, Docmosis offers a restricted free trial account (“**Free Account**”) with limited access to the Services and a number of paid premium accounts (“**Premium Account**”). More information on the types of accounts that Docmosis offers and the costs involved can be found [here](#). Docmosis reserves the right, at any time, to change or impose fees for access to and use of the Site, Content, Files and/or Services.

Accounts can also be created by third party applications where permitted and previous arrangements with Docmosis have been made. These accounts are subjected to these Terms of Service irrespective of the terms of use agreed to by the end user of such application or service and the provider of the application or service. It is a condition of third parties providing Docmosis as a service by proxy that such third parties encompass these Terms of Service within their own in their entirety.

## Your Content

Your “**Templates**”, “**Images**” and other files (collectively, “**Your Content**”) as used in this Agreement means the information associated with your Docmosis account that you or other users have uploaded to the Site through the Site and Services. You are the owner of Your Content and are solely responsible for your conduct and the substance of Your Content.

Docmosis does not claim any ownership rights in Your Content. You acknowledge that Docmosis does not have any obligation to monitor Your Content uploaded, submitted, linked to or otherwise transmitted using

24 May 2011

the Site or Services, for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of Your Content. Docmosis does not endorse anything contained in Your Content or any opinion, recommendation or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Docmosis with respect thereto.

## **Your Responsibilities**

You represent and warrant that you own or have the necessary licenses, rights, consents and permissions for Your Content, as described above.

You acknowledge and agree that you are solely responsible for maintaining and protecting all data and information that is stored, retrieved or otherwise processed by the Site, Content, Files or Services. Without limiting the foregoing, you will be responsible for all costs and expenses that you or others may incur with respect to backing up, and restoring and/or recreating any data and information that is lost or corrupted as a result of your use of the Site, Content, Files and/or Services.

## **Account Security**

You are responsible for safeguarding the password and access keys ("**Private Identifiers**") that you use to access the Site, Content, Files and Services. You agree not to disclose your private identifiers to any third party. You agree to take sole responsibility for any activities or actions under your private identifiers, whether or not you have authorized such activities or actions. You will immediately notify Docmosis of any unauthorized use of your private identifiers. You acknowledge that if you wish to protect your transmission of data and/or files to Docmosis, it is your responsibility to use a secure encrypted connection to communicate with and/or utilize the Site, Files and Services.

## **Your Use of the Services**

Docmosis grants you a limited, nonexclusive, non-transferable, revocable license to use the Site, Content, Files and Services subject to the restrictions set forth in these Terms of Service and your account type.

### **Fair Use Policy**

Docmosis is a multi-user service and you are subject to this fair use policy to ensure that the service delivers acceptable performance for all users.

You agree not to exceed any service quotas assigned to you as part of any Docmosis account that you have. You agree to modify your application behaviour to achieve this should it be identified by Docmosis that your application is consuming more than the assigned quota. Docmosis will inform you of any such behaviour that it deems to be unfair. Docmosis has the right to inactivate your account(s) or terminate your access to the service if your activities are deemed by Docmosis to be a violation of fair use.

24 May 2011

You agree not to create more than one Free Trial account. The Free Trial account is for evaluation purposes only and as such will have certain limitations. Part of these limitations are related to service quota, which are lower than for paid Premium accounts. You agree not to exceed any service quotas assigned to you as part of any Free Trial account that you have been given. You agree to modify your application behaviour to achieve this should it be identified by Docmosis that your application is consuming more than the assigned quota. Docmosis will inform you of any such behaviour that it deems to be unfair. Docmosis has the right to inactivate your account(s) or terminate your access to the service if your activities are deemed by Docmosis to be a violation of the Fair Use policy.

## Your Agreement with Docmosis

### Prohibited Actions

You agree not to do any of the following:

- Use, display, mirror or frame the Site, or any individual element within the Site, Docmosis' name, any Docmosis trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Docmosis' express written consent;
- Use the service to create your own equivalent or similar service or subset of the Services without Docmosis' express written consent;
- Access, tamper with, or use non-public areas of the Site, Docmosis Services, or the technical delivery systems of Docmosis' providers;
- Attempt to probe, scan, or test the vulnerability of the Docmosis Services or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, reverse engineer or otherwise circumvent any technological measure implemented by Docmosis or any of Docmosis' providers or any other third party (including another user) to protect the Docmosis Services or Site;
- Attempt to access or search the Site or Docmosis Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Docmosis or other generally available third party web browsers;
- Use any meta tags or other hidden text or metadata utilizing a Docmosis trademark, logo URL or product name without Docmosis ' express written consent;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the, Site ,Docmosis Services, or access keys;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, but not limited to, sending a virus, overloading, flooding, spamming, or mail-bombing the Site or Docmosis Services;

24 May 2011

- Collect or store any personally identifiable information from applications from other users of the Site, Docmosis' Services, or access keys without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Use the Services to send sensitive information via non- encrypted channels such as email;
- Connection to the service using non-encrypted protocols (eg HTTP) potentially exposing your Private Identifiers;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Docmosis will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Docmosis may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms and Conditions. You acknowledge that Docmosis has no obligation to monitor your access to or use of the Site, or access keys, but has the right to do so, to ensure your compliance with these Terms and Conditions, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

### **End User Data**

If you collect any Personal Information of an person via your application ("**End User**"), you agree that all such Personal Information will be collected, processed, transmitted, maintained and used in compliance with all applicable laws and a privacy policy that you post and make available to End Users via your application that governs the application and/or the services therein. You agree to comply with the terms and conditions of your privacy policy and employ reasonable measures to ensure unauthorized third parties are unable to access such Personal Information.

## **Third Party Platforms**

You agree that if you choose to distribute or make available your application via Third Party Platforms you will do so in accordance with the terms and conditions governing your use of such Third Party Platforms. Docmosis will not submit your application to such Third Party Platform providers. Docmosis is not party to any agreement between you and a Third Party Platform provider and is not responsible for and expressly disclaims any representations, warranties and all liability relating to such agreements. You are solely responsible for compliance with any agreement you have with a Third Party. In addition, Docmosis does not operate or control the Third Party Platforms and is not responsible for and expressly disclaims any representations, warranties and all liability relating to such Third Party Platforms. You may elect to include an end user license agreement ("EULA") with your application that will govern its use by End Users. If you do so, you are solely responsible for provision of your EULA to End Users and for obtaining valid assent to your EULA from End Users; your EULA must comply with all applicable laws in all countries where End Users can access your application; your EULA will make no representations, warranties or commitments regarding the availability of the Docmosis Services as they relate to your

application or otherwise. The EULA is an agreement between you and the End User. Docmosis is not a party to that agreement, and Docmosis is not responsible for and expressly disclaims any representations, warranties and all liability with respect to: any EULA between you and an End User; your failure to provide a EULA and/or to obtain valid assent to a EULA from End Users; or for your or any End User's breach of any terms and conditions of any EULA. You are solely responsible for and will provide all customer support services to End Users of your application. You are solely responsible for your interactions (including any disputes) with Third Party Platform providers and End Users and Docmosis does not screen End Users. By making your application available via the Third Party Platforms, Docmosis does not suggest, warrant or guarantee that your application is permitted by the applicable third parties or is in compliance with any applicable laws.

## Developer Directory

Docmosis may create a directory listing the name of any applications created by any developers using the Services to promote the Services, your applications and other applications. Consequently, the you hereby grant to Docmosis a non-exclusive, non-transferable license to use your names, logos, trademarks, etc ("**Developer Marks**") solely in connection with the promotion of the Services, Docmosis applications and other applications. Any use of your Developer Marks by Docmosis must correctly attribute ownership of such mark to you and must be in accordance with applicable law and your then-current trademark usage guidelines. Docmosis acknowledges and agrees that you own your Developer Marks and that any and all goodwill and other proprietary rights that are created by or that result from use by Docmosis' use of your Developer Marks will be solely to the benefit of you. Docmosis will at no time contest or aid in contesting the validity or ownership of any Developer Mark or take any action in derogation of your rights therein, including, but not limited to, applying to register any trademark, trade name or other designation that is confusingly similar to any Developer Mark.

## Docmosis Property and Feedback

All right, title, and interest in and to the Site, Content, and Services are and will remain the exclusive property of Docmosis and its licensors, including all Intellectual Property Rights (as defined below) therein, even if Docmosis incorporates any of your Feedback (as defined below) into subsequent versions. The Site, Content, and Services are protected by copyright, trademark, and other laws of the Commonwealth of AUSTRALIA. Except as expressly permitted in these Terms of Service, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Site, Content, or Services. You may not copy or modify the HTML or other code used to generate web pages on the Site.

All feedback, comments, and suggestions for improvements (the "**Feedback**") that you provide to Docmosis, in any form, and any contributions you make to the Site by posting content and communicating with other Docmosis users via posts to forums on the site ("**User Posts**") will be the sole and exclusive property of Docmosis. You hereby irrevocably transfer and assign to Docmosis and agree to irrevocably assign and transfer to Docmosis all of your right, title, and interest in and to all of your Feedback and User Posts, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade

secret rights, and other intellectual property rights (collectively, the “**Intellectual Property Rights**”) therein. At Docmosis' request and expense, you will execute documents and take such further acts as Docmosis may reasonably request to assist Docmosis in acquiring, perfecting and maintaining its Intellectual Property Rights and other legal protections for your Feedback and User Posts. You will not earn or acquire any rights or licenses in the Site, Content, and Services or in any Docmosis Intellectual Property Rights on account of these Terms of Service or your performance under these Terms of Service.

## Copyright

You will only upload, post, submit or otherwise transmit data and/or files: (i) that you have the lawful right to use, copy, distribute, transmit, or display; or (ii) that does not infringe the intellectual property rights or violate the privacy rights of any third party (including, without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity).

## Privacy

This privacy policy applies only to information that you provide to Docmosis through the Site and does not apply in any way to Your Content. Our Privacy Policy may be updated from time to time, and we will notify you of any material changes by posting the new Privacy Policy in this section of this document on the Site at [www.docmosis.com/legal](http://www.docmosis.com/legal).

In the course of using this Site, you may provide us with personally identifiable information. This refers to information about you that can be used to contact or identify you, and information on your use of and activities at our Site that may be connected with you (“**Personal Information**”). Personal Information that we collect may include, but is not limited to, your name, phone number, credit card or other billing information, email address and home and business postal addresses. Personal Information may also include information you supply to us concerning your preferences and interests expressed in the course of use of our Site.

When you visit the Site, our servers automatically record information that your browser sends whenever you visit a website. This information may include, but is not limited to, your computer's Internet Protocol address, browser type, the web page you were visiting before you came to our Site and information you search for on our Site. Like many websites, we may also use “cookies” to collect information. A cookie is a small data file that we transfer to your computer's hard disk for record-keeping purposes. We may use “persistent cookies” to save your registration ID and private identifiers for future logins to the Site; and we use “session ID cookies” to enable certain features of the Site, to better understand how you interact with the Site and to monitor aggregate usage and web traffic routing on the Site. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the Site or all functionality of our services.

Personal Information is or may be used for the following purposes: (i) to provide and improve our Site, services, features and content, (ii) to administer your use of our Site, (iii) to enable you to enjoy and easily navigate the Site, (iv) to better understand your needs and interests, (v) to fulfill requests you may make, (vi)

24 May 2011

to personalize your experience, (vii) to provide or offer software updates and product announcements, and (viii) to provide you with further information and offers from us or third parties that we believe you may find useful or interesting, including newsletters, marketing or promotional materials and other information on services and products offered by us or third parties. If you decide at any time that you no longer wish to receive any such communications, please follow the “unsubscribe” instructions provided in any of the communications sent to you, or update your “account settings” information. (See “**Changing or Deleting Information,**” below.)

We use information we obtain by technical means (such as the automatic recording performed by our servers or through the use of cookies) for the above purposes and in order to monitor and analyze use of the Site and our services, for the Site’s technical administration, to increase our Site’s functionality and user-friendliness, to better tailor it to your needs, to generate and derive useful data and information concerning the interests, characteristics and website use behaviour of our users, and to verify that visitors to the Site meet the criteria required to process their requests.

Service Providers, Business Partners and Others. We may employ third party companies and individuals to facilitate our service, to provide the service on our behalf, to perform Site-related services (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Site’s features) or to assist us in analyzing how our Site and service are used. These third parties have access to your Personal Information only for purposes of performing these tasks on our behalf.

Compliance with Laws and Law Enforcement. Docmosis cooperates with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of Docmosis or a third party, to protect the safety of the public or any person, or to prevent or stop any activity we may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable.

Business Transfers. Docmosis may sell, transfer or otherwise share some or all of its assets, including your Personal Information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy.

You may review, update, correct or delete the Personal Information provided in your registration or account profile by changing your “account settings.”

## **Docmosis Services**

Docmosis reserves the right, in its sole discretion, to modify, discontinue or terminate the Docmosis platform and services made available via the Docmosis website and elsewhere ("Docmosis Services") and consequently does not guarantee that your application will at all times function or be compatible with the Docmosis Services or that the Docmosis Services will be available. In addition, Docmosis reserves the right, in its sole discretion, to remove or disable access to any application as it functions or is compatible

24 May 2011

with the Docmosis Services, at any time. Docmosis reserves the right to suspend or prohibit any Docmosis account and Private Identifiers at its sole discretion.

## **Security**

Docmosis is very concerned with safeguarding your information. We employ reasonable measures designed to protect your information from unauthorized access. Docmosis shares the same secure methods used by the most secure of organizations, such as banks and the military, to protect your data.

### **Storage**

Docmosis uses Amazon S3 for data storage. Amazon stores its data over several large-scale data centers. According to Amazon, they use military grade perimeter control berms, video surveillance, and professional security staff to keep their data centers physically secure.

More information on Amazon's security can be found at [Amazon Web Services' website](#).

### **Data Transfers**

All transmission of file data occurs over an encrypted channel (SSL). Any data transferred from Docmosis over the internet is encrypted and safe from interception and/or eavesdroppers to the degree provided by typical SSL encryption.

Amazon and Docmosis also employ significant protection against network security issues such as Distributed Denial of Service (DDoS) attacks, Man in the Middle (MITM) attacks, and packet sniffing.

Email is not a secure channel for distribution and you accept that if you instruct the Services to send documents over email you risk interception of the documents. You must not use the email facility to transmit documents that contain sensitive information.

### **Backups**

Docmosis and Amazon keeps multiple redundant backups of all data over multiple locations to prevent the remote possibility of issues occurring in data centers.

## **Termination of Service**

If you violate these Terms of Service, your permission to use the Site, Content, Files and Services will automatically terminate. Docmosis reserves the right to revoke your access to and use of the Site, Content, Files and Services at any time, with or without cause, and with or without notice. Docmosis also reserves the right to cease providing or to change the Site, Content, Files or Services at any time and without notice.

Docmosis reserves the right to terminate Free Accounts at any time, with or without notice. Without limiting the generality of the foregoing, and without further notice.

## **Service “AS-IS”**

THE SITE, CONTENT, FILES AND SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, DOCMOSIS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. YOU ACKNOWLEDGE THAT USE OF THE SITE, CONTENT, FILE AND SERVICES MAY RESULT IN UNEXPECTED RESULTS, LOSS OR CORRUPTION OF DATA OR COMMUNICATIONS, PROJECT DELAYS, OTHER UNPREDICTABLE DAMAGE OR LOSS, OR EXPOSURE OF YOUR DATA OR YOUR CONTENT TO UNINTENDED THIRD PARTIES.

DOCMOSIS MAKES NO WARRANTY THAT THE SITE, CONTENT, FILES OR SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. DOCMOSIS MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED THROUGH THE SITE, CONTENT, OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SITE, CONTENT, FILES OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DOCMOSIS OR THROUGH THE SITE, CONTENT, FILES OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

## **Indemnity**

You agree to defend, indemnify, and hold Docmosis, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your access to or use of the Site, Content, Files and Services; (ii) your violation of this Agreement; (iii) your violation of any third party right, including without limitation any intellectual property right, including but not limited to right of attribution, publicity, confidentiality, property or privacy right; or (iv) any claim that Your Content, or your use of Files or Services, caused damage to a third party, including without limitation claims that Your Content, or use of Files or Services, infringe the rights of another.

## **Limitation of Liability**

IN NO EVENT WILL DOCMOSIS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, CONTENT, FILES AND/OR SERVICES, OR FOR ANY ERROR OR DEFECT IN THE SITE, CONTENT, FILES OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OR ANY

OTHER LEGAL THEORY, WHETHER OR NOT DOCMOSIS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT DOCMOSIS IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, DOCMOSIS WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICES AND/OR THE FILES, OR IF YOUR DATA IS LOST, CORRUPTED OR EXPOSED TO UNINTENDED THIRD PARTIES.

## **Severability**

In the event that any provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions of these Terms of Service will remain in full force and effect.

## **No Waivers**

The failure of Docmosis to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

## **Modification**

Docmosis may modify these Terms and Conditions, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site and/or provide you with notice of the modification. We will also update the "Last Updated Date" on the policy page of the Site. By continuing to access or use the Site, or use your Private Identifiers after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and your Private Identifiers (access keys, passwords etc).

## **Entire Agreement**

These Terms of Service are the entire and exclusive agreement between Docmosis and you regarding the Site, Content, Services and Your Content, and these Terms of Service supersede and replace any prior agreements between Docmosis and you regarding the Site, Content, Services and Your Content.