



SIGNiX.NET TERMS OF SERVICE

Last Updated: May 24, 2022

These Terms of Service (“**Terms**”) govern access to and use of any SIGNiX products or services (collectively, the “**Service**”) available or accessible through <https://www.SIGNiX.net> (the “**Website**”).

These Terms apply to:

- (a) “**Visitors**”, which means visitors to and users of the Service who are not party to a separate service agreement with SIGNiX; and
- (b) “**Customers**”, which means users of the Service who are party to a separate service agreement with SIGNiX, including any Authorized Users as defined in the service agreement and provided that these Terms will only apply to the extent the use of the Service is not governed by the service agreement.

For purposes of these Terms, Visitors and Customers may each be referred to as “**you**” and “**your**”. SIGNiX may be referred to as “**SIGNiX**”, “**we**”, “**our**”, and “**us**”.

PLEASE READ THIS DOCUMENT CAREFULLY, AS IT CONSTITUTES A BINDING LEGAL AGREEMENT BETWEEN YOU AND SIGNiX. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO THESE TERMS, INCLUDING THE MANDATORY ARBITRATION PROVISION, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER IN SECTION 9.

1. Eligibility and Access

1.1 Age. If you are a minor (you are under 18 years of age or the age of legal majority where you live), you may not use our Service without the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a minor, you agree to be fully responsible for the minor’s acts or omissions in relation to our Service.

1.2 Authorization. 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 organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity). You hereby certify you are legally permitted to use the Service, and take full responsibility for the selection, access, and use of the Service.

2. Your Responsibilities

2.1 You are Responsible for Protecting Your Account from Unauthorized Access. To access the Service, you may be required to provide information which may include without limitation, your name, email address, and a password. Certain portions of the Service may require additional information to identify and authenticate your identity, including your mobile number, address, and Social Security

Number. You acknowledge and agree that all information you provide is correct, current, and complete. Upon completing a registration, you will receive a username and password (your “**Credentials**”). These Credentials and your account are personal to you. You are responsible for: (a) keeping your Credentials confidential; (b) preventing unauthorized access to the Service using your Credentials or other security information; (c) notifying us immediately of any unauthorized access to or use of your Credentials or any other breach of security; and (d) exiting from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your Credentials or other personal information. We have the right to disable any username, password, or other identifier if we have a reasonable basis to believe you have violated any provision of these Terms.

2.2 You are Responsible for Retaining Your Documents and Data. Unless otherwise specified in a service agreement to which you and SIGNiX are parties, SIGNiX has no contractual obligation to you to retain or store any document or data related to any transaction for any period of time. It is your responsibility to download and retain any and all available documents and data related to a transaction, including but not limited to identity and account information, audio recordings, video recordings, photos or images, results of identity verification or credential analysis, transaction documents, and any other information collected during or required to complete the transaction. SIGNiX will not be responsible or liable to you for the unavailability of any documents or data.

2.3 You are Responsible for Determining Whether the Service is Appropriate for Your Intended Purpose and Complying with Applicable Law and Regulation. You understand that certain types of transactions may require physical signature or in-person notarization. SIGNiX does not review the contents of documents, monitor transactions, or give legal advice of any kind. You agree that it is your sole responsibility to determine whether the Service (a) is appropriate for your needs, (b) does or will meet any applicable legal requirements, or (c) will otherwise serve your intended purpose. SIGNiX is not responsible for any rejection or unenforceability of a digital signature or electronic notarization. You further agree to comply fully with all U.S. and foreign export laws and regulations to ensure that the Website, Service, related technical data, or direct product thereof, is not exported or re-exported, whether directly or indirectly, in violation of, or used for any purposes prohibited by, such laws and regulations.

3. Prohibitions

We reserve the right to disable or suspend your access to the Service immediately and without notice if we reasonably believe that you are in violation of these Terms.

You shall not and shall not allow others to directly or indirectly use the Service:

(a) for any purpose other than your legitimate business purpose;

(b) to effect, facilitate the storage or transmission of, or communicate any message or material that is SPAM, defamatory, harassing, libelous, tortious, pornographic, harassing, threatening, or obscene, or to send unsolicited mass mailings outside its organization, including all Commercial Electronic Marketing Messages as defined in The Controlling the Assault of Non-Solicited Pornography and Marketing (CAN-SPAM) Act;

(c) in a way that violates or infringes upon the rights of any third party, including those pertaining to: contract, intellectual property, privacy, or publicity, or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under documents sent using the Service);

(d) in any manner that is likely to damage, disable, overburden, or impair the Service or interfere in any way with the use of the Service by others;

(e) in any way that constitutes or encourages conduct that could constitute a criminal offense;

(f) by anyone located in, under the control of, or a resident or national of a United States (U.S) embargoed country or territory, by anyone designated by the U.S. Government as a "terrorist supporting" country, or by anyone listed on any U.S. Government list of prohibited or restricted parties.

(g) to attempt to remove from the Website, download, copy, recreate, disassemble, modify, translate, reverse engineer, decompile, or otherwise attempt to derive source code or any trade secret from or about the Service, or create any derivative work therefrom;

(h) to remove, alter, or obscure any copyright or other proprietary notices utilized by SIGNiX in connection with the Service;

(i) to sell, rent, lease, license, sublicense, transfer, distribute, or otherwise make any portion of the Service available for access by a third party except as expressly provided in these Terms;

(j) by a direct competitor of SIGNiX including without limitation any entity in the business of providing electronic signature, digital signature, or remote notarization;

(k) to develop or operate any product or service intended to be offered to a third party in competition with the Service;

(l) to provide false, incomplete, inaccurate, or misleading information;

(m) to engage in any unethical or deceptive conduct;

(n) to impersonate a person or entity or misrepresent your affiliation with a person or entity;

(o) in a manner that violates federal, state, local, or international law or regulation;

(p) access any portion of the Service for which you are not authorized to access;

(q) in any other manner not expressly permitted by these Terms.

3. Privacy Policy; Electronic Communication and Signature Disclosure; Changes to These Terms

3.1 Privacy Policy. By using the Service, you agree to our [Privacy Policy](#) which governs the ways we collect and use all of the information you provide to us when accessing or using the Service. The latest SIGNiX Privacy Policy is available via the link in the preceding sentence and is located at signix.com/privacy-policy.

3.2 Electronic Communication and Signature Disclosure. Use of electronic communications and signatures is governed by the Electronic Communication and Signature Disclosure which may be found on the Website login page.

3.3 Changes to These Terms. We reserve the right, in our sole discretion, to revise and update these Terms in whole or in part at any time. The “Last Updated” section at the top of this page serves as notice to you of the last date of modification of these Terms. You are expected to check this page frequently to be aware of any changes. **Acceptance of SIGNiX’s then-current terms is a prerequisite to accessing or using the Service.**

4. Ownership; Licenses

4.1 Ownership of the Service. The entire contents, features, and functionality of the Service, (including but not limited to the Website and all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by SIGNiX, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. No right, title or interest in or to the Service or any content therein is transferred to you, except the limited right to access and use expressly granted in Section 4.2, and all rights not expressly granted are reserved by the SIGNiX.

4.2 Limited License to Access and Use the Service. Upon your acceptance of these Terms, SIGNiX grants to you a limited, non-exclusive, and non-transferrable license to access and use the Service for your internal business purposes and in accordance with this Terms. You are not granted any rights other than those specifically set forth in this Section 4.2.

4.3 Names, Logos, and Trademarks. SIGNiX, the SIGNiX logo, “MyDoX”, "EnterpriseDoX", "PharmaDoX", "eNotaryDoX", "ReadyDoX", "TaxDoX", "TotalAudit", "Independent ESignature" and all related names, logos, product and service names, designs, and slogans are trademarks or registered trademarks of SIGNiX or its affiliates or licensors in the U.S. and in other countries. You may not use such marks without the prior written permission of SIGNiX. All other names, logos, product and service names, designs, and slogans on the Service are the trademarks of their respective owners.

4.4 Feedback. To the extent you provide any feedback, comment, suggestion, recommendation, proposal, change, or idea SIGNiX regarding the operation of the Service (collectively, “**Feedback**”), you agree to grant and hereby grant SIGNiX a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, incorporate, make, have made, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Feedback without restriction.

4.5 User Data. As between you and SIGNiX, User Data (defined below) is and shall remain your property. You grant all rights and permissions necessary for SIGNiX and its subcontractors to transmit, process, store, or disclose User Data to: (a) provide the Service to you; and (b) comply with any legal requirement or request of a regulatory or governmental authority. You have exclusive control over and the responsibility for any User Data you submit to the Service. of a “**User Data**” means all materials, data, or other information, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from you or anyone who provides such materials, data, or information by or through the Service or that is derived from processing of such materials, data, or other information by or through the Service. For the avoidance of doubt, User Data does not include Feedback or data or information related to your use of the Service that is used by SIGNiX in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service or any other information reflecting the access or use of the Service by or on behalf of you.

5. Disclaimers

5.1 “AS IS” AND “AS AVAILABLE” SERVICE. YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT, AND ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SIGNiX NOR ANY PERSON ASSOCIATED WITH SIGNiX MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER SIGNiX NOR ANYONE ASSOCIATED WITH SIGNiX REPRESENTS OR WARRANTS THAT: (A) THE SERVICE, ITS CONTENT, OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED; (B) DEFECTS WILL BE CORRECTED; (C) THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) THE SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS; (E) A DIGITAL SIGNATURE OR ELECTRONIC NOTARIZATION IS PERMITTED BY APPLICABLE LAW OR REGULATION OR WILL BE ACCEPTED FOR YOUR INTENDED PURPOSE BY ANY THIRD PARTY, INCLUDING A COURT, GOVERNMENTAL AGENCY, PRIVATE INDIVIDUAL OR ENTITY, OR ANY OTHER AUTHORITY; OR (F) THAT ANY PARTICULAR DOCUMENT MAY BE FORMED BY DIGITAL SIGNATURE OR ANY FORM OF ELECTRONIC NOTARIZATION.

5.2 Viruses or Destructive Code. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

5.3 No Legal Advice. Any information provided to you regarding laws or regulations pertaining to the Service is provided for general informational purposes only and is not intended to be a substitute for legal advice. We are neither lawyers nor a law firm, are not licensed to practice law in any state, and do not provide legal advice of any kind.

5.4 Third-Party Services. SIGNiX shall not be responsible or liable to you for the information or services provided by third parties, whether the third party is found through SIGNiX or otherwise.

(a) *Generally*. Some components of the Service may be provided by third parties, including without limitation, services for audio-video recording, notarial acts, and identity authentication and related services. In some cases, these third-party services are co-branded with SIGNiX. You understand and agree that any information you provide to or through a third party is subject to the terms, policies, and practices of that third party. SIGNiX makes no express or implied warranties as to the information, material, products or services that are provided by a third party or contained on or accessible through third-party websites. You agree that we have no responsibility to you for the operation or content of third-party websites or services.

(b) *Third-Party Notary Services*. You understand and agree that, in addition to the terms set forth under Section 5.4 (a), above, any individual representing themselves as a notary public whom you identify through the Service or communicate or transact with while using the Service is a third party and is not employed, supervised, or subject to control by SIGNiX in any way. To the extent we provide information regarding a party representing themselves as a notary public (including without limitation business and contact information and whether provided through the Website, the SIGNiX Notary Network, the marketing website located at <https://SIGNiX.com>, or any other method or medium) such information is provided as a convenience and is not to be considered an express or implied warranty, endorsement, recommendation, or guarantee of any kind regarding the accuracy or completeness of such information or the individual's: (a) certification, commission, or licensure; (b) compliance with applicable law or regulation; (c) availability; (d) quality of services; or (e) competence.

5.5 NO WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, SIGNiX HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

6. Our Limitation of Liability

6.1 LIMITATION AND EXCLUSIONS. IN NO EVENT WILL SIGNiX, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICE, OR SUCH OTHER WEBSITES OR ANY SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE OR SUCH OTHER WEBSITES, RELIANCE ON ANY THIRD PARTY CONTENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SIGNiX KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE, AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

SIGNiX'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY CAUSE OF ACTION WHICH ARISES OUT OF OR IS RELATED TO THESE TERMS OR YOUR USE OF THE WEBSITE AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE GREATER OF: (A) \$100; OR (B) THE TOTAL AMOUNT ACTUALLY PAID BY YOU TO SIGNiX FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

YOU ACKNOWLEDGE THAT SIGNiX'S PROVISION OF THE SERVICE AND WEBSITE TO YOU IS IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND EXCLUSION OF DAMAGES SET FORTH IN THESE TERMS, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE

AGREEMENT AND SHALL APPLY EVEN IF THE WARRANTIES HEREUNDER HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF ANY EXCLUSIVE REMEDY.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, PROVIDED THAT THIS SECTION 6 SHALL BE INTERPRETED TO LIMIT SIGNIX'S LIABILITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

7. Your Agreement to Indemnify SIGNiX

You agree to defend, indemnify and hold SIGNiX, its affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) to third parties arising out of or relating to your use of the Website or Service, including without limitation your use of third-party services, your violation of these Terms, and your use of the Service in a manner that is not expressly authorized in these Terms.

8. Governing Law; Jurisdiction; Venue.

Except for any issue concerning the enforceability related to Section 9, below, all matters arising from or relating to our Service, or these Terms (including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of such state or any other jurisdiction). For any matter that is not or cannot be arbitrated pursuant to Section 9, below, venue shall be in courts located in Chattanooga, Tennessee. You hereby consent to personal jurisdiction and subject matter jurisdiction of such courts, and you hereby waive any defenses of lack of personal or subject matter jurisdiction and improper venue related to the validity, enforceability, damages, and injunctions that may result from breach of these Terms.

9. Arbitration; Waiver of Jury Trial and Class Action

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with SIGNiX, to the extent allowed by law, and limits the manner in which you can seek relief from us. No class or representative actions or arbitrations are allowed under this arbitration agreement. In addition, arbitration precludes you from suing in court or having a jury trial.

9.1 Class Action Waiver. You and SIGNiX agree that any dispute arising out of or related to these Terms or our Service is personal to you and SIGNiX, and that any dispute will be resolved solely through individual action, and *will not be brought as a class arbitration, class action, or any other type of representative proceeding.*

9.2 Arbitration of Disputes; Waiver of Jury Trial. Except for small claims disputes in which you or SIGNiX seek to bring an individual action in small claims court or disputes in which you or SIGNiX seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and SIGNiX waive your rights to a jury trial and to have any dispute arising out of or related to these Terms or our Service resolved in court.

Instead, for any dispute or claim that you have against SIGNiX or relating in any way to the Service, you agree to first contact us and attempt to resolve the claim informally, by sending a written notice of your claim (“**Notice**”) by email to legal@SIGNiX.com. The Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the claim; and (c) set forth the specific relief sought. Our notice to you will be similar in form to that described above. If you and SIGNiX cannot reach an agreement to resolve the claim within thirty (30) days after such Notice is received, then either party may submit the dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth in the first paragraph under this Section 9.2, in court. All disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator.

Arbitration proceedings will be held in Chattanooga, Tennessee, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“**JAMS Rules**”). The most recent version of the JAMS Rules is available on the JAMS website and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

You and SIGNiX agree that these Terms affect interstate commerce, and that the **enforceability of this Section 9 will be governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “FAA”)**, to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of whether the matter may be arbitrated. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding, or preside over any proceeding involving more than one individual.

The arbitrator, SIGNiX, and you will maintain the confidentiality of any arbitration proceedings, judgments, and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

You and SIGNiX agree that, for any arbitration you initiate, you will pay the filing fee and SIGNiX will pay the remaining JAMS fees and costs. For any arbitration initiated by SIGNiX, we will pay all JAMS fees and costs except that you are responsible for your attorney’s fees. The prevailing party in any action or proceeding to enforce these Terms shall be entitled to costs and attorneys’ fees.

You and SIGNiX agree that the state or federal courts of the State of Tennessee and the United States sitting in Hamilton County, Tennessee have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

9.3 Limitation on Time to File Claim. Any claim arising out of or related to these Terms or our Service must be filed within one (1) year after such claim arose; otherwise, the claim is permanently barred, which means that neither you nor SIGNiX will have the right to assert the claim.

9.4 Enforceability of Section 9. If any portion of this Section 9 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section

9 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 9; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. If any part of this Section 9 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 9 will be enforceable.

10. Reasonable Use Policy

Our Reasonable Use Policy, set forth below, is designed to provide you with guidance regarding acceptable use of the Service.

Certain of our products and services may permit an unlimited or unspecified number of users or digital signatures, notarizations, notary seals, third-party authentications per transaction, or other components of the Service. We expect you to use the Service in a reasonable manner and will determine reasonable usage based on (a) any historical usage volume; (b) average usage of customers of roughly the same size in the same industry; and (c) the service plan and number of licenses for which you have contracted.

We may determine, in our sole discretion, that any abnormal or excessive usage exceeds reasonable usage in violation of this Section 10, in which case we will first contact you to discuss permitted use and service plan options. We reserve the right to invoice you for any continued excessive usage following SIGNiX's provision of the initial notice describing your excessive usage. All invoices will reflect SIGNiX's then-current fees. You acknowledge and agree to this Reasonable Use Policy and further agree that SIGNiX may take additional action, including but not limited to suspension of your access to and use of the Service, should excessive usage continue without payment.

11. Support

If you have questions about the content of a document or transaction, or are unsure why you are receiving it, you should contact the party who sent it to you. If you have legal questions about a document or transaction, you should consult with an attorney. If you need assistance using the Service or have any questions about these Terms, you may email customersupport@SIGNiX.com or call 877-890-5350.

12. No Waiver

No waiver by SIGNiX of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of SIGNiX to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

13. Severability

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

14. Entire Agreement

These Terms, the Electronic Communication and Signature Disclosure, and our Privacy Policy, together with any service agreement or other agreement to which you and SIGNiX are parties, constitute the sole and entire agreement between you and SIGNiX with respect to the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Service. You may not assign, transfer, or sublicense these Terms to anyone else and any attempt to do so is in violation of this Section 14 and will be null and void.

15. Relationship

Nothing in the Agreement creates a partnership, joint venture, agency, or employment relationship between the you and SIGNiX. Neither party has the authority to bind the other party or to assume or create any obligation on the other party's behalf, nor to represent to a third party that it has such authority.

Acceptance of Terms; Consent to Electronic Records and Signatures; Next Steps.

If you do not agree to these Terms, close this document, and choose “Decline” on the following page. If you choose “Decline” you will not be permitted to use the Service.

If you agree to these Terms, close this document, and choose “Accept” on the following page. If you choose “Accept” you agree that you are bound by these Terms.