

# TERMS OF SERVICE

Last Updated: December 31, 2022

These Terms of Service form the agreement (“**Agreement**”) between you as a user (“**you**”) and the applicable provider company listed on the Contracting Entity Table at <https://www.pdfFiller.com/en/contracting-entities> (“**Provider**”) regarding your use of websites, software (including software applications, mobile applications, and APIs), and other services of Provider (collectively, the “**Services**”). If you are using the Services on behalf of an organization, the term “you” refers to such organization.

**IMPORTANT:** BY CLICKING “REGISTER,” “START TRIAL,” OR SIMILAR WORDING TO CREATE AN ACCOUNT, SIGNING ANY DOCUMENT THAT INCORPORATES THESE TERMS BY REFERENCE, COMPLETING THE REGISTRATION PROCESS, OR USING THE SERVICES, YOU AGREE TO THESE TERMS; IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT CLICK TO CREATE AN ACCOUNT, SIGN A DOCUMENT THAT INCORPORATES THESE TERMS, COMPLETE THE REGISTRATION PROCESS, OR USE THE SERVICES.

**PLEASE ALSO NOTE THAT THESE TERMS CONTAIN A CLASS ACTION WAIVER.**

## 1. SERVICES.

1.1. **Your Services.** The scope of your Services is described in your order form, invoice, or other mutually agreed document which details the business terms (such as service plan, number of users, usage volume limits, pricing, duration, etc.) of your order (the “**Subscription Terms**”).

1.2. **Users.** You and your Authorized Users may use the Services as permitted by the Subscription Terms. “Authorized User” means anyone you authorize to access and use the Services under your account. You are responsible for the actions of your **Authorized Users**. If you are an Authorized User of an organization, you agree that (i) the organization owns the account, including its content, and may at any time access, use, control, and disable your account and its content; (ii) the organization will have access to your data contained in the Services; and (iii) if the organization owns two or more accounts, it may transfer Authorized Users between its accounts without notice. If you use an email address procured for you by your organization (such as work email) to create your Services account, the organization owns the account. If you do not want your organization to access, use, or control your account, do not use an email address procured by your organization in connection with the Service.

1.3. **Use by Children.** Our Services are not designed for or marketed to children under 18. If you use the Services to gather personal information about minors, then you are responsible for obtaining appropriate consent from the minor's parent or legal guardian.

**1.4. Account Access Credentials.** You are responsible for keeping control of your account access credentials (such as login, password, two-factor authentication codes, and backup codes) and for keeping it confidential, safe, and up to date. If you lose your credentials (including deleting or losing access to your email), you may not be able to restore access to your account and Your Content.

**1.5. Free and Beta Services.** Provider may choose to make certain Services available to you for free, including as a trial or promotion (“**Free Services**”). Further, Provider may invite you to try new features or functionality not generally available to users (“**Beta Services**”). Free Services and Beta Services are for evaluation purposes only. Provider may discontinue Free Services and Beta Services at any time and may never make Beta Services generally available. **FREE SERVICES AND BETA SERVICES ARE PROVIDED “AS IS” AND WITHOUT ANY SERVICE LEVEL OR SUPPORT COMMITMENT.**

**1.6. Third-Party Services.** Optional third-party services available through the Services (“**Third-Party Services**”) may be governed by separate terms and conditions. Warranties for Third-Party Services are only available if the third-party provider makes such warranties to you. Otherwise, Provider is not responsible for such Third-Party Services. By using Third-Party Services, you authorize Provider to share your account data and Your Content with the third-party provider to enable you to access and receive the Third-Party Services. Services depend on third-party networks, Internet providers, and device manufacturers that are outside of Provider’s control. You acknowledge that Provider will not be responsible for performance or non-performance because of such networks or devices.

**1.7. Changes to the Services.** Provider may enhance, upgrade, modify, discontinue, or stop supporting the Services at any time. However, Provider will not materially reduce or discontinue the core functionality of the Services except as permitted by this Agreement.

## **2. AGREEMENT INCLUDES ADDITIONAL DOCUMENTS.**

“**Agreement**” includes these Terms of Service, the Subscription Terms, and the following additional documents (to the extent applicable):

- “Data Processing Addendum”, which governs the handling and transfer of personal data, available at <https://www.pdfFiller.com/en/dpa>.
- “Service Level Agreement”, which governs the availability of the Subscription Services for Subscribers, available at <https://www.pdfFiller.com/en/sla>.

The Agreement is the entire agreement between the parties with respect to your access and use of the Services. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter and prevails over any inconsistent or conflicting terms contained in any documents, communications, or discussions. In case of a conflict or inconsistency between these Terms and any other document that forms the Agreement, these Terms will control unless another document explicitly states that it overrules these Terms.

### 3. CONTENT OWNERSHIP.

3.1. **Your Content.** “**Your Content**” means your documents, communications, personal information, and other content you, including your Authorized Users, upload into or use with the Services. Between you and Provider, you own all rights to Your Content. You are responsible for ensuring that Your Content complies with the law.

3.2. **Provider Content.** “**Provider Content**” means documents, communications, data, including aggregated and anonymized data about the use and performance of the Services, and other content provided by Provider as part of the Services or as part of Provider’s business operations. Between you and Provider, Provider owns all rights to Provider Content. Provider Content is considered Free Services unless it is expressly included as part of the Services in your Subscription Terms (such as Provider’s proprietary document templates). Provider Content does not become Your Content even if you subscribe to it or download it. All rights not expressly granted in this Agreement are reserved by Provider. No rights are granted by implication, waiver, or estoppel.

3.3. **Third-Party Content.** “**Third-Party Content**” means content owned by someone other than you or Provider. Third parties or Provider may post or refer to Third-Party Content on the Services. For example, as part of Free Services, the Services may include a reference, including preview or snippet, to a publicly available document found on a third-party website. Further, as part of Free Services, Provider may index and categorize such publicly available documents to make it easier for you to search for them. Such referenced or indexed content remains Third- Party Content. **THIRD-PARTY CONTENT IS PROVIDED “AS IS” AND WITHOUT ANY SERVICE LEVEL OR SUPPORT COMMITMENT.**

3.4. **Feedback.** If you provide an idea, suggestion, information, or feedback relating to the Services (“**Feedback**”), including, without limitation, new features or functionality, by this Agreement you assign to Provider all rights, including all copyright, patent, and other intellectual property rights in all of your Feedback to Provider. This includes Feedback submitted to Provider via support tickets, email, chat, survey, product review, or community forum. Where assignment is prohibited by law, you grant Provider and its affiliates an exclusive (even as to you), transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use all Feedback.

3.5. **DMCA Takedown Requests.** If you believe that any content should not be available on the Services, you should report it to Provider’s support team. If you believe that any content on the Services infringes your copyright rights, please follow Provider’s DMCA Takedown Policy at <https://www.pdfFiller.com/en/dmca>.

### 4. CONFIDENTIALITY.

4.1. **Definition of Confidential Information.** All non-public information disclosed by a party (the “disclosing party”) to the other party (the “receiving party”) that the receiving party knows or reasonably should know is confidential to the disclosing party is “**Confidential Information**,” except for the

information which: (a) becomes publicly available through no fault of the receiving party; (b) is known by the receiving party at the time of receiving such information without confidentiality obligations; (c) is obtained by the receiving party on a non-confidential basis from a third party that was not restricted from disclosing such information; or (d) is independently developed by the receiving party without the use of Confidential Information.

**4.2. Confidentiality Obligations.** The receiving party agrees to (i) protect Confidential Information with reasonable care and (ii) use Confidential Information only as necessary for purposes of this Agreement. Each party may disclose relevant portions of Confidential Information to the receiving party's representatives, on a need-to-know basis, on condition that such individuals or entities are under obligations of confidentiality that require them to protect the Confidential Information to the same extent as required under this Agreement. If requested by Provider, you will return or destroy all copies of Provider's Confidential Information in your possession or control within thirty (30) days. To delete your Confidential Information, you will delete your account via your account settings. Provider support can assist you with this process. If you delete your account, Provider will remove Confidential Information in your account per the then-current deletion policy or practice. However, each receiving party will not be obligated to delete any copies which are (a) needed to comply with a legal obligation or (b) are stored in its automated data backup systems. Either party may disclose Confidential Information in compliance with a mandatory legal request. These confidentiality obligations will remain in effect for the duration of the Agreement plus three (3) years.

**4.3. Other Non-Disclosure Agreements.** If the parties execute another non-disclosure agreement, it will supplement (and not overrule) this Agreement and exist concurrently with it. In the event of inconsistency or conflict, the provision that provides the disclosing party with the broadest confidentiality protection will apply.

## **5. LICENSE.**

**5.1. Your License.** Subject to your compliance with this Agreement, Provider grants you a limited, non-exclusive, non-transferable (except as permitted by this Agreement) license to use the Services solely internally and only for your personal or internal business use. If you are licensing the API as part of the Services (as indicated in your Subscription Terms), your license also includes the right to incorporate the API into your products and services as permitted by your Subscription Terms. Provider reserves all rights not expressly granted to you in this Agreement.

**5.2. Acceptable Use.** You will not do any of the following (directly or indirectly):

(i) distribute, resell, or make the Services available to anyone except as expressly allowed by the Agreement or the Subscription Terms with respect to making the functionality of the Services available to third parties through Provider's APIs;

(ii) reverse engineer, disassemble, or decompile the Services or any software that is used to provide the Services;

- (iii) tamper with any notices or technological restrictions in the Services;
- (iv) share your login credentials with anyone or use any automated system, including robots, spiders, or offline readers, to access or operate the Services;
- (v) use the Services to host, transmit, or otherwise aid illegal, abusive (including unsolicited), fraudulent, deceptive, threatening, explicit, obscene, hateful, or harmful content or behavior or malicious code;
- (vi) use the Services for the benefit of a competitive offering;
- (vii) materially overload, disrupt, overburden, or impair the Services;
- (viii) misrepresent yourself or impersonate another person;
- (ix) violate any law or anyone's rights (including intellectual property rights); or
- (x) attempt any of the above.

**5.3. Protective Actions.** If Provider reasonably determines that you violate any of the use restrictions above, Provider may suspend or terminate your access to the Services or utilize other mechanisms available to Provider to prevent violations, including removing violating content and deactivating URLs or links provided by the Services. Provider will exercise commercially reasonable efforts to give you notice without unreasonable delay after taking protective action.

## **6. YOU AGREE TO RECEIVE ELECTRONIC COMMUNICATIONS, INCLUDING MARKETING COMMUNICATIONS.**

By accepting these Terms, you consent to receive electronic communications from Provider. These electronic communications may include notices about your subscription, payments, security, violations of the Agreement, suspension of your use of the Services, termination of the Agreement, changes to Services, and other communications related to the Services. You expressly agree to receive marketing communications from Provider to the extent consent by accepting these Terms is permitted by law.

## **7. PROVIDER WARRANTIES.**

**7.1. Provider Warranties.** Provider warrants to you that the Services (excluding Free Services, Beta Services, Third-Party Content, and Third-Party Services) will:

- operate substantially in conformance with the Subscription Terms and Service Level Agreement and other requirements of this Agreement;

- not, to Provider's knowledge, infringe any United States patent, registered trademark, copyright, or trade secret; and
- be provided via an infrastructure that employs security practices that Provider has determined in good faith to be commercially reasonable.

**7.2. AS-IS; NO OTHER WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND PROVIDER EXCLUDES AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE ARISING FROM COURSE OF DEALING AND USAGE OF TRADE.

**7.3. NO LEGAL OR OTHER PROFESSIONAL ADVICE.** NONE OF THE SERVICES AND PROVIDER CONTENT CONSTITUTES OR PROVIDES LEGAL OR OTHER PROFESSIONAL ADVICE. PROVIDER DOES NOT WARRANT THAT ANY OF THE SERVICES OR PROVIDER CONTENT WILL PRODUCE ANY SPECIFIC LEGAL OUTCOME. YOU SHOULD CONSULT A QUALIFIED LICENSED ATTORNEY OR ANOTHER APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. PROVIDER IS NOT A LAW FIRM, AND COMMUNICATIONS BETWEEN YOU AND PROVIDER WILL NOT BE PROTECTED AS PRIVILEGED COMMUNICATIONS UNDER THE ATTORNEY-CLIENT PRIVILEGE OR WORK PRODUCT DOCTRINE.

## **8. YOU AGREE TO PAY THE FEES OWED FOR THE SERVICES.**

**8.1. Fees for the Services.** You will pay Provider all fees for the Services in accordance with Subscription Terms without withholding, offset, or deduction. Except as otherwise agreed by Provider, all fees are non-refundable, even if you are not using the Services or have only briefly used the Services. Any prepaid, unused Services will expire at the end of your subscription period unless carryover is expressly permitted by the Subscription Terms. Provider may offer a refund policy available on the website for the specific Services for first-time users who are dissatisfied with the Services. Such refund policies only apply to you if you purchased any Services for the first time online via a self-service checkout process without assistance from a Provider sales representative. Refund policies do not apply to excess usage fees, Provider Content, and Third-Party Services. To request a refund per the refund policies, please follow the instructions in such policies or contact Provider's support team.

**8.2. Excess Usage Fees.** If you exceed any usage limits set in your Subscription Terms, we will bill you for the excess usage as described in the Subscription Terms. To the extent your Subscription Terms do not specify excess usage terms, the following provisions will apply:

- (i) your per unit price will be the standard list price available on the Services;
- (ii) your limit will be one hundred (100) units (for example documents or transactions) per licensed user per month of Services;
- (iii) Provider will bill you for excess usage monthly or in other reasonable increments; and
- (iv) you are responsible for tracking your usage, and Provider is not obligated to notify you before you incur excess usage fees.

**8.3. Taxes.** You agree to pay all taxes and similar assessments, including sales tax, use tax, value-added tax (VAT), and goods and services tax (GST), imposed by any government on your Services. If Provider does not collect taxes at the time of original purchase, Provider reserves the right to collect such taxes later using the same payment method with written notice explaining such charges. Provider also reserves the right to collect any penalties or interest imposed on your transactions if they are your fault (for example, if you provide us with a false address or tax status at the time of purchase).

**8.4. Changes in Fees Will Be Effective as of Next Subscription Period.** Provider may change its fees for the Services any time, including introducing fees for formerly Free Services. Provider will notify you of such changes in writing or by posting on the Services. **Any changes in fees** to your Services will be effective as of your next subscription period and **will not impact your current subscription period.**

**8.5. Payment Terms.** If your Subscription Terms do not specify a different due date, your fees are due on the first day of the subscription period. If your Subscription Terms require Provider to invoice you, you agree to pay all fees within thirty (30) days of the date of Provider's invoice. All fees are payable in the currency specified on your Subscription Terms. You agree to provide complete and accurate billing and contact information on Provider's request and keep it updated for the duration of the Agreement. If you do not pay amounts when due, Provider may immediately suspend your access to Services and charge interest on the overdue amount until actually paid at the rate of 1.5% per month, calculated daily and compounded monthly, or the highest rate permitted by law, whichever is lower. You will reimburse Provider for all reasonable attorneys' fees and costs incurred to collect past due amounts.

**8.6. Automated Billing.** Before you can access Services, Provider may require you to provide a valid credit card or another form of payment acceptable to Provider. If you provide a credit card or other payment account which allows Provider to charge it, you agree that Provider may charge such payment account for all amounts due under this Agreement, including recurring fees. Provider may test your payment account with a small charge, which will be refunded to you within ten (10) business days. To avoid interruption of your Services, Provider may cooperate with your card provider to automatically update your payment account information. You authorize Provider and its payment processing providers to store your payment account information, including updates, and use it in connection with your use of the Services as described in your Subscription Terms.

**8.7. Contact Support with Questions about Payments.** If you have a question about your payment or would like to dispute an invoice, you will contact Provider's support team through the channels described on Provider website with details of the question or dispute, any supporting documentation, and your contact information within 30 days of the payment or receipt of the invoice. If you fail to contact Provider support before disputing the payment with a financial institution, Provider may use such failure as an argument against your dispute. You will continue to pay all undisputed amounts when due while the parties work diligently to promptly resolve the dispute. When a dispute is resolved, Provider will promptly credit any amount owed to you, and you will promptly pay all amounts owed to Provider.

## **9. BOTH PARTIES AGREE TO LIMIT LIABILITY.**

EXCEPT FOR YOUR BREACH OF ANY OF YOUR OBLIGATIONS IN SECTION 5 ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, OR GOODWILL, LOST DATA OR CONTENT, DATA BREACHES, LOST CUSTOMERS, BUSINESS INTERRUPTION, COST OF COVER, OR REPLACEMENT SERVICES, IN CONNECTION WITH THE SERVICES OR FROM YOUR USE OF OR INABILITY TO USE SERVICES HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY (INCLUDING NEGLIGENCE), WHETHER OR NOT SUCH PARTY KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT THE REMEDIES PROVIDED FOR IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE TOTAL CUMULATIVE LIABILITY OF THE PROVIDER TO YOU FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (I) ONE HUNDRED DOLLARS (\$100) OR (II) THE AMOUNT OF FEES PAID BY YOU TO PROVIDER DURING THE TWELVE (12) MONTHS BEFORE THE DATE ON WHICH ANY CLAIM AROSE.

YOU ACKNOWLEDGE THAT THE EXCLUSIONS, DISCLAIMERS, AND LIMITATIONS IN THIS AGREEMENT, INCLUDING THOSE IN SECTIONS 7 AND 9, ARE AN ESSENTIAL PART OF THIS AGREEMENT, INCLUDING THE AGREEMENT ON ALLOCATION OF RISKS, AND ARE THE BASIS FOR ENABLING PROVIDER TO OFFER THE SERVICES TO YOU FOR THE FEES SPECIFIED.

YOUR JURISDICTION MAY NOT ALLOW THE EXCLUSION OF WARRANTIES OR LIMITATION OF LIABILITY, SO THE LIMITATIONS OR EXCLUSIONS OF SECTIONS 7 AND 9 OF THIS AGREEMENT MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF PROVIDER WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **10. INDEMNIFICATION.**

**10.1. Provider Indemnification.** Subject to Section 9 above, Provider will defend you from any written claim or legal proceedings brought by a third party (each, a "**Claim**"), and indemnify and hold you

harmless from the resulting liabilities, damages, penalties, fines, costs, and expenses (including reasonable attorneys' fees) ("**Liabilities**"), to the extent such Claim alleges that the Services infringe any United States patent, registered trademark, or copyright or that Provider misappropriated such third party's trade secrets enforceable in the United States in the development of the Services. If a Claim is made or appears likely to occur, then Provider may, in its sole discretion, (a) procure for you the right to continue using the Services; (b) replace or modify the Services so that they are not infringing; or (c) terminate this Agreement with respect to the infringing portion of the Services and refund any prepaid, unused fees for such portion of the Services from the date of termination through the end of the prepaid subscription period. This Section 10.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Services against Provider's written instructions; (B) modifications to the Services not made by Provider; (C) Your Content or Third-Party Content; (D) Free Services, Beta Services, or Third-Party Services; (E) your continued use of the Services after notice of allegedly infringing material or being informed of modifications that would have avoided the alleged infringement in whole or in part; and (F) your illegal conduct or breach of this Agreement. **THIS SECTION 10.1 DESCRIBES PROVIDER'S ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

10.2. **Your Indemnification.** You will defend Provider from any Claim and indemnify and hold Provider harmless from the resulting Liabilities to the extent such Claim alleges that (a) Your Content infringes or misappropriates such third party's intellectual property rights; (b) your breach of Section 5; or (c) your violation of law, gross negligence, or willful misconduct.

10.3. **Notification Procedure.** The indemnified party will (a) promptly provide notice to indemnifying party of any Claim for which indemnity is sought, (b) permit indemnifying party to control the defense of any such Claim, and (c) provide reasonable assistance to indemnifying party (at the indemnifying party's expense). The indemnifying party will not enter into any settlement that imposes liability or obligations on the indemnified party without the indemnified party's prior written consent.

## 11. HANDLING OF PERSONAL DATA.

**To the extent that Provider has access to any personal data gathered from you or your Authorized Users in connection with the Services, such information will be processed in accordance with the provisions of Provider's Privacy Notice at <https://www.pdfFiller.com/en/privacy-notice>.**

## 12. TERM AND TERMINATION OF THIS AGREEMENT.

12.1. **Agreement Term.** The Agreement will be effective when you first accept the Agreement, such as by clicking "register," "start trial," or similar wording to create an account for the Services or by executing the Subscription Terms document with Provider that incorporates the Terms by reference. The initial subscription period for your Services will be specified in the Subscription Terms. The

Agreement will automatically renew for successive subscription periods equal to your initial subscription period until one party terminates it. If no subscription period is specified, the Agreement will renew month-to-month.

**12.2. Your Right to Terminate.** You may notify the Provider of termination of this Agreement at any time by (a) logging into the Services and canceling your subscription through your account settings (if available) or (b) contacting Provider support and receiving written confirmation of receipt of your request. Provider will not refund you any fees on termination except as otherwise agreed by Provider.

**12.3. Provider's Right to Terminate.** Provider may terminate this Agreement for cause without refund if (a) you violate the use restrictions in Section 5, (b) you miss a payment and do not pay within thirty (30) days after written notice, (c) your billing, payment, or the contact information is materially false, fraudulent, or invalid, (d) your payment bounces back or is reversed, (e) you materially breach this Agreement and do not cure such breach within thirty (30) days of Provider's written notice specifying the alleged breach, or (f) you enter into receivership, general assignment for the benefit of its creditors, bankruptcy or insolvency proceeding, liquidation, dissolution, or termination of your business operations.

**12.4. Surviving Provisions.** The provisions that by their express terms or nature continue and survive, including this Section 12.4 and the terms of Sections 8, 9, 10, 13, 14, 15, and 17, will survive termination or expiration of this Agreement.

### **13. NO ACCESS TO CONTENT OR SERVICES AFTER TERMINATION.**

Once this Agreement is terminated, your account, Your Content, Provider Content, Third-Party Content, and the rest of the Services may immediately become inaccessible to you. On request made within thirty (30) days after termination, Provider will grant you reasonable access to your Services solely for you to download Your Content using Services' standard download functionalities. After such period, Provider will have no obligation to maintain or provide access to any of Your Content and may thereafter delete or destroy all copies of Your Content unless Provider is legally required to maintain it. YOU ACKNOWLEDGE THAT IF YOU DO NOT DOWNLOAD YOUR CONTENT TIMELY, YOUR CONTENT MAY BE DELETED PERMANENTLY.

### **14. NO CLASS ACTION LITIGATION AND WAIVER OF JURY TRIAL.**

**14.1. No Class Actions.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL BRING CLAIMS SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE BROUGHT ON A COLLECTIVE OR CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS ("**CLASS ACTION WAIVER**"). CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS AGREED TO IN WRITING BY ALL PARTIES.

14.2. **Waiver of Jury Trial.** EACH PARTY BY THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THE AGREEMENT.

## 15. GOVERNING LAW.

The law that governs all matters arising out of this Agreement and the venue where legal disputes will be resolved is identified on the Contracting Entity Table at <https://www.pdfFiller.com/en/contracting-entities>. The body of law controlling conflicts of law does not apply. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

## 16. CHANGES TO THE AGREEMENT.

PROVIDER MAY FROM TIME TO TIME PROPOSE CHANGES TO THIS AGREEMENT BY POSTING AN UPDATED VERSION OF THE AGREEMENT ON ITS WEBSITES. PROVIDER WILL NOTIFY YOU OF SUCH UPDATED VERSION THROUGH YOUR ACCOUNT OR BY OTHER REASONABLE MEANS IF ANY PROPOSED CHANGES TO THE AGREEMENT ARE MATERIAL. EXCEPT FOR CHANGES REQUIRED FOR COMPLIANCE WITH THE LAW, WHICH WILL BE EFFECTIVE IMMEDIATELY, ANY PROPOSED CHANGES THAT ARE MATERIAL WILL BE EFFECTIVE AS OF YOUR NEXT SUBSCRIPTION PERIOD. IF YOU WISH TO REJECT SUCH CHANGES, YOU WILL TERMINATE THIS AGREEMENT AS PERMITTED BY ITS TERMS.

## 17. BOTH PARTIES AGREE TO THE FOLLOWING GENERAL PROVISIONS.

- In no event will Provider be liable to you, or be deemed to have breached the Agreement, for any failure, interruption, or delay in performing its obligations under the Agreement, if and to the extent such failure or delay is caused by any reason, cause, event, or circumstances beyond Provider's reasonable control ("**Force Majeure**"). Force Majeure includes, but is not limited to natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, embargos, orders of government, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, cloud service providers, and other third parties; explosions and fires; epidemics, pandemics, public health emergencies, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a Party (whether or not similar to those listed in this paragraph).
- You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any of Your Content outside the United States of America.

- In connection with these Terms and your use of the Services, you agree to comply with all applicable anti-corruption and anti-money laundering laws, statutes, and regulations, including Foreign Corrupt Practices Act of 1977 and UK Bribery Act 2010.
- The Services are "commercial items" as that term is defined at 48 C.F.R. 2.101 (October 1995) consisting of "commercial computer software" and "commercial computer software documentation" as used in 48 C.F.R. 12.212 (Sept 1995) and are provided to the U.S. Government only as a commercial end item. All U.S. Government End User's rights to access and use the Services are set in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 (June 1995).
- All waivers of rights under this Agreement must be in writing by the party waiving its rights. No consent by a party to, or waiver of, a breach by the other party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by a party.
- If any part of the Agreement is found unenforceable by a court of competent jurisdiction, the rest of the Agreement will nonetheless continue in effect, and both parties agree that the unenforceable provisions will be modified so as to best accomplish the objectives of the Agreement within the limits of applicable law.
- Neither party may assign this Agreement or any right or obligations provided by it, except in connection with a merger, acquisition, or sale of substantially all of its assets. Provider may also transfer or assign its rights under this Agreement to an affiliate. Any attempted assignment in violation of this section is void. The Agreement will be binding on and inure to the benefit of the successors and permitted assignees of the parties.
- Provider may use your name and logo for the limited purpose of identifying you as a customer, including by listing your company's name and logo on Provider's website. Neither party will otherwise refer to the identity of the other party in its public marketing communications unless the other party gave prior written consent.
- Both parties agree that any notices, agreements, disclosures, or other communications that the other party sends to it electronically will satisfy any legal communication requirements, including that such communications be in writing, provided that any communication to you is sent to the email address provided on your account and that any communication to Provider is sent to the applicable notice address specified in the Contracting Entity Table.