



# Terms of Service

## CodeNotary Subscription Agreement

These are the Terms and Conditions ("Terms") that apply to the use of the CodeNotary Website and Services (<https://codenotary.com>) (together with all associated website linked to such website by CodeNotary Inc., its subsidiaries and affiliated companies).

Please read them carefully because the Terms, together with CodeNotary Privacy Statement located at <https://codenotary.com/privacy-statement> ("Privacy Statement"), form a legal contract ("agreement") between you (either an individual or a legal entity) and CodeNotary Inc., with its principal office at 6750 West Loop South, Suite 845, 77401 Bellaire, TX ("CodeNotary") (each a "Party" and together, the "Parties") for the use of the CodeNotary Website and Services ("Services").

By using the Services you are irrevocably agreeing to all the terms and conditions of the agreement. If you do not agree with any of the terms and conditions in the agreement, you may not use the Services.

**Updated: March 1st 2019**

**1. Subject Matter.** Subject matter of this Agreement is the provision of the Services by CodeNotary and the use of such Services by you.

**2. Eligibility.** By using the Services, you represent that you are 18 years of age or older, or if you are between the ages of 13 and 18, that you are using the Services with the permission of your parent or legal guardian, or that you are an emancipated minor between the ages of 13 and 18. If you are a parent or legal guardian who is registering for a child, you hereby agree to bind your child to the Agreement and to fully indemnify and hold harmless CodeNotary if your child breaches or disaffirms any term or condition of the Agreement. If you are using this Services on behalf of an entity, you represent that you are authorized to legally bind such entity to the Agreement. If CodeNotary believes that you do not meet any of these requirements CodeNotary may immediately terminate your use of the Services. If you are under the age of 13 years old, you may not use the Services.

**3. User Conduct.** You may not engage in any of the following prohibited activities:

- copying, distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping";
- using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services;
- transmitting spam, chain letters, or other unsolicited emails;
- attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Services;



- taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on the Services infrastructure;
- uploading invalid data, viruses, worms, or other software agents through the Services;
- collecting or harvesting any personally identifiable information, including account names, from the Services;
- using the Services for any commercial solicitation purposes;
- impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- interfering with the proper working of the Services;
- accessing any content on the Services through any technology or means other than those provided or authorized by CodeNotary;
- bypassing the measures that we may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.

**4. Per Account License.** The Services are licensed per Account. This means that each Account being created must be licensed in acquiring a respective subscription for CodeNotary. You may use the Services on any computer, as long as the use of the Services is fully licensed.

**5. Provision of the Services.** CodeNotary will provide the Services in regard to any active subscription which you have acquired and maintain. The specifications, functionalities, requirements, service levels and availability of each subscription are described and defined on the web page provided by CodeNotary for the respective subscription. CodeNotary may – to a reasonable extent – change such specifications, functionalities, requirements, service levels, and availability unilaterally by giving you notice either on CodeNotary's online portal or by e-mail to the address registered for your user account.

The Services are provided at the router of CodeNotary's data center. Any costs for the telecommunication connection are borne by you and are not included in the subscription fee. CodeNotary is therefore not responsible if the Services are unavailable due to connection failures or interruptions.

**6. Use of the Services.** You are granted the non-exclusive, non-transferable right to use the Services for your internal purposes and in compliance with this Agreement for the duration of your active and paid subscription. The Services may only be used in connection with the online and command line interface provided by CodeNotary accessible with standard web browsers and shell/command prompt complying with the then current requirements as outlined by CodeNotary on the corresponding web page. This Agreement does not entitle you



to access the software used for the provision of the Services in any other way nor does it entitle you to a copy of such software. Any software that might be provided by CodeNotary for the use of the Services may only be used in compliance with this Agreement and in combination with the Services, solely to the extent required to use the Services.

Any illegal use of the Services or use for illegal purposes is strictly prohibited. You acknowledge to fully indemnify CodeNotary for any costs and liabilities resulting from any illegal use of the Services by you or through your subscription or account. CodeNotary may delete any data that is illegal or that CodeNotary suspects to be illegal without notice.

You agree to keep your password confidential and to protect it from unauthorized access by third parties. You remain fully responsible for any actions taken through your account.

You may copy or print any documentation provided by CodeNotary online for an active subscription for the purpose of using the Services, provided that you do not remove any copyright notices and that you limit the number of copies to a reasonable amount. A subscription does not entitle you to a printed copy of the respective documentation.

In case of material breaches of these license terms by you or through your subscription or account, CodeNotary is authorized at its own discretion to block any access to your account indefinitely.

**7. Data Storage.** CodeNotary will provide you with the data storage capacity for use with the Services as determined by your active subscription(s). Depending on the type of your subscription, CodeNotary might only store such parts of the data uploaded by you that are required for the respective Services. Data storage provided by CodeNotary may not be used for backup purposes. You are solely responsible to back up your data on your own system. If any data is lost on CodeNotary servers, CodeNotary shall not be responsible to recover any data and CodeNotary shall not be liable for any costs incurred to you for restoring the data on CodeNotary servers.

CodeNotary is not responsible for the quality of the stored data. You agree to only upload data from computers that are protected by a state of the art anti-virus program and to scan the data to be uploaded for viruses and other malware prior to any upload.

Data storage is provided to you by CodeNotary on a "fair use" basis, meaning that the data storage is limited to ten times the amount of the average data storage usage for the respective subscription type. If your data storage quota is reached, CodeNotary will contact you to negotiate an up pricing or a limitation of your data storage quota.

CodeNotary will not delete any data associated with an active subscription. When a subscription is about to expire or terminate, you are responsible to download any data stored before the expiration or termination of the subscription. After expiration or termination of any



subscription, CodeNotary is authorized to delete any data associated with the expired subscription after 10 days of the subscription's expiration or termination.

You expressly agree that any data uploaded by you may be stored by CodeNotary i) on any third party provider system, ii) in a shared environment (e.g. cloud architecture) and iii) without any restrictions in regards to the country where such data is stored.

CodeNotary is fully committed to the security and privacy of your uploaded data: a) all file data and metadata transmissions occur over an encrypted channel (HTTPS/SSL); b) all files stored on CodeNotary servers are encrypted (AES-256); c) the CodeNotary website includes state-of-the-art features against external attacks and intrusion; and d) the online access to your data requires your username and password, subject to the provisions of section 6 of this Agreement.

**8. Data Sharing.** Depending on the type of subscription, the Services may include the possibility to share stored data with other users. In that case, you are given the option to share certain data with other users. Should you make use of this option by selecting the respective settings, CodeNotary is authorized to grant the selected user(s) access to your data. You are solely responsible for keeping the online settings of your account up to date.

**9. Re-Use of Data by CodeNotary.** You expressly agree that CodeNotary may include your uploaded data in its internal statistics and analysis databases and to freely use such data, including for the provision of services to other customers of CodeNotary. However, any such data or parts thereof disclosed to any third parties (other than employees or subcontractors of CodeNotary) shall not be identifiable as your data, except as provided in section 6 of this Agreement. CodeNotary's right to use uploaded data as specified herein shall not be limited to the duration of an active subscription and shall also extend to any data subsequently deleted by you, except to the extent that you expressly instruct CodeNotary to delete all copies of your personal data or parts thereof.

**10. Subscription Fees.** CodeNotary will provide subscriptions either for free (hereinafter "Free Subscription") or for a subscription fee as listed by CodeNotary online at the time of conclusion of such a subscription (hereinafter "Paid Subscription"). Services for Paid Subscriptions will only be provided after payment of such subscription fees according to the chosen payment plan, including the selected billing cycle. The initial subscription fee shall be due immediately after signing up for the respective subscription and any recurring subscription fees shall be due at the last day of the preceding billing cycle. In case of multi-year subscriptions, the subscription fee for the first year of the subscription shall be due immediately after signing up for the respective subscription and the fees for the remaining subscription years shall be due on an annual basis to the end of the respective subscription year. Notwithstanding the aforementioned provision regarding invoicing of multi-year subscriptions, if you are subscribing to a multi-year subscription, CodeNotary is irrevocably entitled to the fees for the whole duration of the subscription. CodeNotary may convert a Free



Subscription into a Paid Subscription at any time. Subscribing to a Free Subscription does not grant you the right to use the associated Services indefinitely.

If you are paying by credit card, you agree that CodeNotary may i) store your credit card data and ii) automatically issue payment of subscription fees at the respective due date by using such stored credit card data. In case of non-payment of any due subscription fees, CodeNotary may block any access to the Services until payment is received.

**11. Copyright and Ownership.** The software used for the provision of the Services is owned by or licensed to CodeNotary and is protected by copyright laws and international treaty provisions. You acquire only the non-exclusive right to use the Services as permitted herein and do not acquire any other rights (e.g. ownership in the software used).

**12. Maintenance.** Free Subscriptions are provided without any maintenance services. CodeNotary maintenance services for Paid Subscriptions ("Maintenance") consist of updates, patches, and fixes to the software used to provide the respective Services, when and if they become available, and e-mail support. Any updates, patches, fixes or other items provided as a part of Maintenance will automatically be licensed to you under this Agreement. CodeNotary will provide e-mail support on a best effort basis only. Any further warranty regarding Maintenance is expressly excluded.

**13. Limited Warranty.** Free Subscriptions are provided "as is" without any warranties of any kind. For Paid Subscriptions, CodeNotary warrants that the Services will perform substantially in accordance with the documentation when used under the recommended configuration. Non-substantial variation of performance from the documentation does not establish a warranty right. CodeNotary does not warrant that the Services are free from any error, that they will operate without interruption or that they will be compatible with any configuration. All warranty claims must be made within ninety (90) days of the conclusion of the affected subscription. If the Services do not perform as warranted, the entire liability of CodeNotary and your exclusive remedy shall be limited to either, at CodeNotary's option, the replacement of the Services or the refund of the subscription fees paid to CodeNotary for the affected Services. THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY CodeNotary AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR CodeNotary's BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY CodeNotary PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR TERMS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, CUSTOM, USAGE OR OTHERWISE AS TO ANY OTHER MATTERS, INCLUDING PERFORMANCE, SECURITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, MERCHANTABILITY, QUIET ENJOYMENT, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**14. Limitation of Liability.** TO THE EXTENT ALLOWED BY LAW, CodeNotary SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS,



OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF CodeNotary HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. Duration / Termination.** This Agreement and your license to use the respective Services including Multi-year subscriptions shall commence with the day of the conclusion of a subscription, shall be effective for one year and shall be renewed automatically for one additional year unless it is terminated by you or by CodeNotary by giving a written notice 30 days prior to the date of ending. Renewed subscriptions shall be valid and active at the subscription fees applicable at the time of renewal. CodeNotary may at its own discretion terminate Free Subscriptions at any time by giving you notice. CodeNotary may furthermore immediately terminate any Paid Subscriptions by giving you such notice if you breach any of your obligations set out in this Agreement. Upon termination, you shall cease using the affected Services and CodeNotary will block your access to such Services. As agreed in section 5 of this Agreement, you are solely responsible for the retrieval of any data uploaded to CodeNotary servers and CodeNotary shall not be obliged to deliver or transfer any data to you at the expiration or termination of a subscription. You acknowledge that, independent of the reasons for the termination of this Agreement, any reimbursement for fees paid by you to CodeNotary in regards to the subject matter of this Agreement is excluded. All disclaimers of warranties and limitations of liability shall survive any termination of any subscriptions.

**16. Export.** You agree to fully comply with all applicable laws and regulations regarding export restrictions ("Export Laws") to assure that neither the Services nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons production.

**17. Notices.** Unless stated otherwise in this Agreement, any notices under this Agreement shall be made in writing or by e-mail to the address registered for your account (in case of a notice to you) or the address listed on the applicable web page of CodeNotary (in case of a notice to CodeNotary).

**18. Non-Assignment.** You are not allowed to assign your account or any subscription to any third party without CodeNotary's prior written consent.

**19. Data Privacy.** You acknowledge that the provision of the Services may require the collection and processing of personal data concerning you as an individual or legal entity. You agree that CodeNotary may use such data only in connection with its business relationship to you and to transfer or disclose collected data for purposes of this agreement to any third parties concerned with the fulfillment of this Agreement. CodeNotary will not actively transfer your personal data to any other third parties. CodeNotary is not responsible





for any data uploaded by you for use with the Services and shall not be considered the owner of any such data for the purpose of data protection laws. You confirm that any data uploaded to CodeNotary has been collected and processed in accordance with the applicable data protection laws and that sharing such data with CodeNotary or other users is equally compliant. You shall fully indemnify CodeNotary for any costs and liabilities resulting from a breach of applicable data protection laws.

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

**20. Complete Agreement; Governing Law; Jurisdiction.** This Agreement will be governed by the laws of the State of Texas, without regard to its conflict of laws principles. This Agreement shall not be governed by the 1980 UN Convention on Contracts for the International Sale of Goods or any laws based on the Uniform Computer Information Transactions Act (UCITA). All suits hereunder will be brought solely in Federal Court for the Southern District of Texas, or if that court lacks subject matter jurisdiction, in any Texas State Court located in Harris County. The parties hereby irrevocably waive any and all claims and defenses either might otherwise have in any such action or proceeding in any of such courts based upon any alleged lack of personal jurisdiction, improper venue, forum nonconveniens or any similar claim or defense.