

# Terms of Service

These Terms of Service are an agreement between you and EZ FORMS Inc., a Texas Corporation. EZ FORMS offers certain services for mobile data collection, storage and analysis (the "Service"). By using EZFORMS.com (the "SaaS Portal") and/or any services accessible from it, you agree to be bound by the following terms and conditions ("Terms of Service").

## 1. YOU OWN YOUR DATA

### 1.1 Ownership.

You own all rights, title and interest in and to all of your data. You shall have sole responsibility for the legality, reliability, accuracy, integrity and quality of your data.

### 1.2 Handling of Your Data In The Event Of Termination.

You agree that following termination of your account and/or your cancellation of your subscription to the Service, EZ FORMS may immediately deactivate your account and that, following a reasonable period of not less than 90 days, shall be entitled to delete your account, including your Data. During this 90 day period and upon your request, EZ FORMS will grant you limited access to the Service for the sole purpose of permitting you to retrieve your data, provided that you have paid in full all good faith undisputed amounts owed to EZ FORMS. You further agree that EZ FORMS shall not be liable to you nor to any third party for any termination of your access to the Service or deletion of your Data, provided that EZ FORMS is in compliance with the terms of this Paragraph 1.2.

### 1.3 Reasonable Data Storage.

EZ FORMS intends to provide subscribers the ability to store data collected through the Service on EZ FORMS servers. If EZ FORMS determines, in its sole discretion, that you are storing an unreasonably large amount of data (for example, an unreasonable amount of video recordings), EZ FORMS may impose additional charges or take other steps to mitigate this burden. EZ FORMS will provide notice to you before doing so.

## 2. YOUR RESPONSIBILITIES WHEN YOU USE EZ FORMS

### 2.1 Content.

You are solely responsible for all Content created using the Service. To the extent EZ FORMS assists you with the creation of data collection forms, you are solely responsible for verifying and testing those forms to ensure they have been created consistent with your specifications. Content means: (1) the creation of all your data collection forms (including field selection, field names, field placement and option-selection within each field); and, (2) all data submitted from mobile devices using EZ FORMS data collection forms.

### 2.2 Lawful Purposes.

You agree that you will use the Service only for lawful purposes. You will comply with all applicable laws and regulations when using the Service including, without limitation, compliance with applicable privacy laws. You represent that you are not collecting any data that subjects EZ FORMS or you to heightened data storage or protection standards (for example, the Health Insurance Portability and Accountability Act) and you will inform EZ FORMS if you collect data subject to such standards.

### 2.3 Responsibility for App Users.

You are solely responsible for the following with respect to App Users (App Users are defined as all persons or entities that use the Mobile App to collect data under your subscription or account):

- a. Ensuring App Users download the Mobile App to their Mobile Devices;
- b. Ensuring that, after App Users receive notification on their Mobile Devices of the availability of Mobile App updates, App Users download those updates;
- c. All content created by App Users; and,
- d. Ensuring App Users comply with Paragraph 2.2.

## 3. ABOUT THE LICENSE WE GRANT YOU TO USE EZ FORMS

### 3.1 Limited License.

EZ FORMS grants you a revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, non-resellable license to access and use the EZ FORMS Site, solely with supported browsers through the Internet for your own internal purposes, subject to the Terms of Service. You may not permit the EZ FORMS Site to be used by or for the benefit of unauthorized third parties. Nothing in the Terms of Service shall be construed to grant you any right to transfer or assign rights to access or use the EZ FORMS Site. All rights not expressly granted to you are reserved by EZ FORMS and its licensors. You shall not (i) modify or make derivative works based upon the EZ FORMS Site; (ii) reverse engineer or access the EZ FORMS Site in order to (a) build a competitive product or service, (b) build a product using similar features, functions or graphics of the EZ FORMS Site, or (c) copy any features, functions or graphics of the EZ FORMS Site. You further acknowledge and agree that, as between the parties, EZ FORMS owns all right, title, and interest in and to the EZ FORMS Site, including all intellectual property rights therein.

## 4. PAYMENT TERMS

### 4.1 Fees for the Service.

EZ FORMS publishes on its website the fees its charges for its services. EZ FORMS may change its subscription (or other) fees from time to time at its sole discretion. EZ FORMS will notify you of any changes to the amount of your subscription fee at least 30 days prior to the change.

### 4.2 Payment Method.

You are solely responsible for ensuring EZ FORMS has your up-to-date credit card details.

### 4.3 Delinquent Payment and Termination of Service.

EZ FORMS may suspend or terminate any or all services provided for accounts that are delinquent by sixty (60) calendar days or more from the date payment is due for the Services. EZ FORMS will provide written notice of delinquent payments after fifteen (15) and thirty (30) days, and will provide written notice of intent to suspend or terminate services (15) days before doing so. You acknowledge that suspension or termination of service will directly affect your

access to EZ FORMS Services. EZ FORMS's handling of your Data upon termination is described in Paragraph 3.2.

## 5. WHEN YOU USE THE EZ FORMS MOBILE APP (SOME GOOD THINGS TO KNOW)

### 5.1 General.

EZ FORMS offers some of its Services through native mobile device applications that enable you to collect data (the "Mobile App"). You understand that not all smartphones and tablets - and not all device operating systems versions - are supported. Please contact EZ FORMS for more details.

### 5.2 App Users.

By using the Mobile App, you understand and agree that certain information about the App Users (defined in Paragraph 2.3), including, but not limited to, the App Users' device, mobile carrier, internet access provider and physical location may be communicated to EZ FORMS. You also acknowledge that App Users may incur data charges by transmitting data from their mobile devices, depending on App Users' wireless data/Internet usage plans. EZ FORMS is not responsible for any such charges. You are responsible for removing an App User's access to the Services when that App User no longer is entitled to use the Service (for example, when an employee leaves your employment). EZ FORMS will provide online tools to enable removal/replacement/addition of users.

### 5.3 License.

EZ FORMS grants you, and your App Users, a limited, nonexclusive, nontransferable, revocable license to use the Mobile App, solely to access the Service. The terms of this license are contained in the end user license agreement associated with the Mobile App provided at the time of download or installation. The license to use the Mobile App is automatically revoked when your account is terminated or deactivated, or if you otherwise cancel use of the Service. You shall not (and shall not allow its personnel or any third party to): (1) modify or create derivative works of any aspect of the Mobile App without the express written consent of EZ FORMS; (2) reverse engineer, decompile, decrypt or attempt to discover any source code or underlying ideas or algorithms of the Mobile App (except to the extent that applicable law prohibits reverse engineering restrictions,

in which case advance notice to EZ FORMS of such action shall be given); or, (3) otherwise use or allow the use of the Mobile App for the benefit of any third party (including by way of multiplexing or pooling) other than as permitted by EZ FORMS in writing. You shall be solely responsible for the compliance of each of your employees, contractors, agents and all other App Users with these terms and all applicable laws.

## 6. HOW WE PROTECT OUR INTELLECTUAL PROPERTY AND YOURS

### 6.1 Ownership.

All right, title, and interest, including all intellectual property rights in the Services and any associated software of EZ FORMS or its licensors, and any updates, upgrades or modifications thereof, or in any ideas, know-how, and programs developed during the course of performance of this Agreement will remain the property of EZ FORMS or its licensors.

### 6.2 Trademarks and Logos.

If you become a paying EZ FORMS subscriber, EZ FORMS may use your logos for EZ FORMS's marketing purposes. You may revoke this authorization at any time.

## 7. TERMINATION (WHAT HAPPENS IF WE NO LONGER LOVE EACH OTHER)

### 7.1 Cancellation.

Either EZ FORMS or you may cancel your subscription at any time. If you cancel your subscription, your access to this Service will continue until the end of the month (or other period) for which you have already paid. If EZ FORMS notifies you of its intent to cancel your subscription (other than for violation of these Terms of Service or for delinquent payment), your access to this Service will continue until the end of the month (or other period) for which you have already paid. If you have violated any of the Terms of Service, EZ FORMS may cancel your access immediately. Delinquent payments are discussed in Paragraph 4.3.

### 7.2 Handling of Your Data In the Event of Termination.

In all termination situations (other than violation of the Terms of Service), for a limited time you may continue to have access to your data for the purposes of migrating it from the Service, as discussed in Paragraph 1.2. If you violate these Terms of Service, we may, at our sole discretion, arrange alternative means to provide you with your data.

## 8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY (STUFF OUR LAWYER MADE US SAY)

### 8.1 Disclaimer of Warranties.

In addition to the limitations of EZ FORMS's liability expressly contained in this Agreement, you assume all the responsibility and risk for your use of the EZ FORMS Site and Service and the results and performance thereof, and your use of any data collection forms created or developed (in whole or in part) by parties other than EZ FORMS. THE EZ FORMS SITE AND SERVICE ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. EZ FORMS DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM EZ FORMS OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. EZ FORMS DOES NOT REPRESENT OR WARRANT THAT: (I) THE EZ FORMS SITE OR SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED; (II) THE OPERATION OF THE EZ FORMS SERVICE WILL BE UNINTERRUPTED; OR (III) THE ACCURACY, TIMELINESS, COMPLETENESS, OR ADEQUACY OF THE EZ FORMS SITE OR SERVICE AND ANY DATA ACCESSED THEREFROM. INFORMATION PROVIDED THROUGH THE EZ FORMS SITE OR SERVICE MAY BE DELAYED, INACCURATE, OR CONTAIN ERRORS OR OMISSIONS. THE EZ FORMS GROUP (DEFINED BELOW) AND EZ

FORMS'S THIRD PARTY LICENSORS WILL HAVE NO LIABILITY WITH RESPECT THERETO. EZ FORMS MAY CHANGE OR DISCONTINUE ANY ASPECT OR FEATURE OF THE EZ FORMS SITE OR SERVICE OR THE USE OF ALL OR ANY FEATURES OR TECHNOLOGY IN THE EZ FORMS SITE OR SERVICE AT ANY TIME WITHOUT PRIOR NOTICE TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 8.2 Limitation of Liability.

IN NO EVENT WILL EZ FORMS, ITS AFFILIATED ENTITIES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AUTHORIZED AGENTS AND EZ FORMS'S THIRD PARTY LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOSS OF GOODWILL, LOST REVENUE, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE EZ FORMS SITE OR SERVICE UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT THE EZ FORMS GROUP OR ITS THIRD PARTY LICENSORS WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EZ FORMS'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, EXCEED THE AMOUNT PAID, IF ANY, BY YOU FOR THE EZ FORMS SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SUCH AS FOR INCIDENTAL OR CONSEQUENTIAL

DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 9. INDEMNITY (WHAT HAPPENS IF YOU DO SOMETHING BAD THAT HURTS MORE THAN OUR FEELINGS)

### 9.1 Indemnification.

To the maximum extent permitted by law, You agree to defend, indemnify and hold the EZ FORMS Group harmless from and against any and all claims, suites, losses, liability, costs or expenses (including but not limited to reasonable attorneys fees) arising from or incurred as a result of your use of the EZ FORMS Site or Service, or your violation of these Terms of Service.

## 10. ARBITRATION (WHAT TO DO IF YOU REALLY REALLY DON'T LIKE US)

### 10.1 Arbitration Requirement.

YOU AND EZ FORMS AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR EZ FORMS'S SITE OR SERVICE, SHALL BE DETERMINED BY BINDING ARBITRATION INSTEAD OF IN COURTS OF GENERAL JURISDICTION. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND EZ FORMS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This arbitration provision shall survive termination of this Agreement.

The arbitration will be governed by the Commercial Arbitration Rules and, if appropriate, the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"). YOU AND EZ FORMS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR



REPRESENTATIVE PROCEEDING. Further, unless both you and EZ FORMS agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator shall decide any issues relating to the enforceability and/or applicability of the arbitration provisions of this Agreement to the dispute. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim..

#### 10.2 Choice of Law and Venue.

These Terms of Service shall be governed by and interpreted under the laws of the State of Texas, without regard to its conflicts of laws provisions. You agree that any legal proceedings must be brought and resolved in Dallas, Texas.

## 11. OTHER STUFF OUR LAWYER MADE US SAY (AND WANTED TO CALL "MISCELLANEOUS")

#### 11.1 Amendments.

EZ FORMS reserves the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Service and its Privacy Policy at any time by posting the amended terms on or within the Service. You may also be given additional notice, such as an e-mail message or messaging within the Service, of any changes. You will be deemed to have accepted such changes by continuing to use the Service. Except as otherwise stated, all amended terms shall automatically be effective 30 days after they are initially posted. EZ FORMS may also revise or post other policies, codes or rules at any time, and the new versions or in the Service. No amendment to the Terms of Service or Privacy Policy shall apply to any dispute of which EZ FORMS had actual notice before the date of the amendment

#### 11.2 Force Majeure.

Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable

control (including, but not limited to: fire, explosion, earthquake, storm, flood, wind, drought and act of God or the elements; court order; act, delay or failure to act by civil, military or other governmental authority; strike, lockout, labor dispute, riot, insurrection, sabotage, acts of terrorism, declared or undeclared war; unavailability of required parts, materials or other items; and act, delay or failure to act by the other party or any third party); provided that such party uses its best efforts to promptly overcome or mitigate the delay or failure to perform. This Section will not apply to any monetary obligation of either party

#### 11.3 Titles.

The section and sub-section titles in these Terms of Service are provided solely for convenience and have no legal or contractual significance.

#### 11.4 Waiver.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

#### 11.5 Severability.

If for any reason a tribunal of competent jurisdiction finds any provision of these Terms of Service or portion thereof, to be unenforceable, that provision of these Terms of Service shall be enforced to the fullest extent permissible, and the remainder of these Terms of Service shall continue in full force and effect.

#### 11.6 Assignments.

You may not assign your rights under these Terms of Service to any party without EZ FORMS's consent, and any such assignment is void.

#### 11.7 Agency.

Nothing in these Terms of Service will be construed as creating a joint venture, partnership, employment or agency relationship between you and EZ FORMS, and you do not have any authority to create any obligation or make any representation on EZ FORMS's behalf.

## 11.8 EZ FORMS Services.

### 11.8.1 Submit your forms.

EZ FORMS may at times via their website, or through a special promotion offer to convert content (paper forms, PDF's, excel spreadsheets, etc) into EZ FORMS Applications Free of Charge. These offers are valid, unless agreed to in a special offer or in writing, for 30 days from signing up for your first account. EZ FORMS may at its own discretion determine if content shared for this purpose can be effectively converted to a EZ FORMS Application and may reject for any reason content for this purpose. Reasons for rejection are completely within the purview of EZ FORMS and may include a violation of another's Intellectual Property, complexity of application, length of form etc. EZ FORMS will inform subscribers if their content has been rejected for conversion to a EZ FORMS Application and we may allow a replacement to be substituted. EZ FORMS may at any time cancel this service without compensation of any type, unless agreed to in writing. Beyond what is outlined in any offer, EZ FORMS may choose to charge or offer to charge to convert content to applications beyond the offered amount.

## 11.9 Entire Agreement.

These Terms of Service and all the policies referenced herein constitute the entire agreement between EZ FORMS and you concerning the subject matter hereof, and it may only be modified by written agreement by a EZ FORMS official with authority to legally bind EZ FORMS.

# EZ Privacy Policy

## Your Data

We respect the privacy of our Account holders and the privacy of their client data. All user information contained within the forms or journals you may use or build on the EZ FORMS, Inc. site are governed by our terms of service. Although EZ FORMS owns the data storage, databases and website, you retain all rights to your data.

We will also not utilize your data in our databases to compete with you, market to your clients, advertise to, or contact them for any other means of profit.

## The Data We Collect

We collect the e-mail addresses and certain personally identifiable information of those who communicate with us via e-mail or register with us to open an “Account”. We also collect certain aggregate information regarding which pages users access or visit, and information volunteered by the users via direct communication with us or through surveys.

When you register, we ask for the following information: your name, email address, billing address and credit card information. Users of the SaaS portal also have the option to provide their company’s name, logo and the time zone they are located in to further personalize their Account.

When you submit information, you are transferring such information into the United States and you here by consent to such transfer.

EZ FORMS may also collect and analyze from visitors and users certain information regarding the use of the software, associated SaaS portal and services available therein. Information collected may include but is not limited to web site traffic volume, frequency of visits, type and time of transactions, type of browser and operating system, etc.

## Use of Information

We may use personal information to provide the Services you've requested, including services that display customized forms. We may also use personal information for auditing, research and analysis to operate and improve overall product. We may use third parties to assist us in processing your personal information, and we require that such third parties comply with our Privacy Policy and any other appropriate confidentiality and security measures. We may use certain other information collected from you to help diagnose technical problems, and improve the quality and types of services delivered. We may provide non-identifying and aggregate usage and volume statistical information derived from the actions of our visitors and Account holders to third parties in order to demonstrate the value we deliver to users.

The information **we collect is not shared with or sold to other organizations** for commercial purposes, except to provide products or services you've requested, when we have your permission, or under the following circumstances:

- 1 if it becomes necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of the Terms of Service, or as otherwise required by law; or
- 2 if acquired by or merged with another company. In this event, we will notify you before information about you is transferred and becomes subject to a different privacy policy.

## Data

Our computer systems are currently based in the United States, so your personal data will be processed by us in the United States. As a visitor from outside the United States, by using the Site you agree to this privacy policy and you consent to the transfer of all such information to the United States and to the processing of that information as described in this privacy policy.

## Cookies

A cookie is a small amount of data, which often includes an anonymous unique identifier, that is sent to your browser from a web site's computers and stored on your computer's hard drive. Cookies are required to use the SaaS Site. We use cookies to assist in delivering the Service and to provide a positive and personalized user experience. Our persistent and session ID cookies are used to identify unique visitors to our sites and to provide you with easy access to your files. If you have your browser set to reject cookies, your usage of the Service and SaaS Site is likely to be interrupted.

## Security

EZ FORMS has implemented processes intended to protect user information and maintain security of data. Each Account holder is assigned a unique user name and password, which is required to access their Account. It is each user's responsibility to protect the security of his or her login information. We have attempted to protect our servers by locating them in areas with security procedures, using of firewalls and implementing other generally available security technologies.

These safeguards help prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of data, but NO GUARANTY CAN BE MADE THAT YOUR INFORMATION AND DATA WILL BE SECURE FROM INTRUSIONS AND UNAUTHORIZED RELEASE TO THIRD PARTIES.

## Cancellation or Termination of the Account

If you choose to cancel your Account and leave EZ FORMS or your Account is terminated because of your breach of the Terms of Service, please be aware that we may for a time retain residual information in our backup and/or archival copies of our database. We will make reasonable commercial efforts to delete your information as soon as reasonably practical.

## Compliance with Children's Online Privacy Protection Act

As a business service, EZ FORMS does not target its offerings toward, and does not knowingly collect any personal information from users under 13 years of age.

## Accessing and Updating Personal Information

When you use EZ FORMS, we make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. You may update your Account information by logging into your Account. When requests come to EZ FORMS with regard to personal information, we ask individual users to identify themselves and the information requested to be accessed, corrected or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup discs), or for which access is not otherwise required. In any case where we provide information access and correction, we

perform this service free of charge, except if doing so would require a disproportionate effort.

## Changes to this Policy

EZ FORMS may periodically update this policy. We will notify you about significant changes in the way we treat personal information by posting a prominent notice on the EZ FORMS Site and possibly sending a notice to the primary email address specified in your Account. We do not intend to reduce your rights under this Policy without your explicit consent, and we expect most such changes will be minor.

# End User License Agreement

**IMPORTANT - THIS AGREEMENT AFFECTS YOUR RIGHTS AND CONTAINS DETAILS ABOUT:**

- How each form you submit may contain your GPS location and time of submission (see Section 3.2)
- Your responsibilities while using the App (see Section 2)
- How you must resolve disputes with EZ FORMS in arbitration (see Section 7.1)
- Limitations on EZ FORMS's liability to you (see Section 5.2)

Please read this document in its entirety. This End User License Agreement ("Agreement" or "EULA") IS A LEGAL AGREEMENT between you (either an individual or a single entity) and EZ FORMS, Inc. By downloading, installing, or using the EZ FORMS application for iOS or other mobile platform ("EZ FORMS App"), and/or by selecting the "Sign Up" or "Agree" button (or similar language of



assent) in connection with this Agreement, you agree to be bound by the terms of the Agreement.

## 1. Your Use of the App

### 1.1 License to Use the App.

Subject to the terms of this EULA, EZ FORMS hereby grants you a limited, personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, non-resellable license and right to use the EZ FORMS App for the sole purpose of accessing EZ FORMS services on any mobile device you own or control.

### 1.2 License Restrictions.

Except as expressly specified in this EULA, you may not: (a) copy or modify the EZ FORMS App; (b) transfer, sublicense, lease, lend, rent or otherwise distribute the EZ FORMS App to any third party; or (c) use the EZ FORMS App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA. You acknowledge and agree that portions of the EZ FORMS App, including, without limitation, the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of EZ FORMS and its licensors. Accordingly, you agree not to disassemble, decompile or otherwise reverse engineer any components of the EZ FORMS App provided in object code or any other EZ FORMS products or services, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition.

## 2. Your Responsibilities With Respect to the App

### 2.1 App Updates.

If you receive a notification within the EZ FORMS App, or via the Apple App Store, that an update is ready for you to download, you must download it before continuing to use the EZ FORMS App. Using the EZ FORMS App without updating it to the latest version may cause certain features not to function correctly - you do so at your own risk.

### 2.2 Your Data Plan.

EZ FORMS is not responsible for any mobile data charges you incur while using the EZ FORMS App.

### 2.3 Offline Use.

If you attempt to submit data when your mobile device does not have internet access, the data will not be submitted until the next you open the EZ FORMS App on your mobile device when your device has internet access.

### 2.4 General Responsibilities.

You agree to comply with all applicable laws, rules and regulations when using the EZ FORMS App. You will not use the EZ FORMS App to infringe anyone's rights, including, without limitation, any intellectual property rights of any person or entity. You will not use the EZ FORMS App in any way that may be deemed offensive, indecent or objectionable.

## 3. Privacy

### 3.1 Privacy Policy.

By using the EZ FORMS App, you consent to the collection, use and disclosure of personal information as set out in the Privacy Policy.

### 3.2 Use of your GPS Location and Time Stamping.

When you click "Submit" on any form within the EZ FORMS App, the EZ FORMS App will record your location at that time using your mobile device's GPS function. The time will also be recorded. You can disable the GPS functionality by going to your mobile device's Settings.

## 4. Intellectual Property

### 4.1 Intellectual Property Rights.

The EZ FORMS App is licensed, not sold to you. You acknowledge and agree that any and all intellectual property rights (the "IP Rights") in the EZ FORMS App are and shall remain the exclusive property of EZ FORMS. Nothing in this EULA intends to or shall transfer any IP Rights to, or to vest any IP Rights in you. You are only entitled to the limited use of the rights granted to you in this EULA. You will not take any action to jeopardize, limit or interfere with the IP Rights. You

acknowledge and agree that any unauthorized use of the IP Rights is a violation of this EULA, as well as a violation of applicable intellectual property laws.

#### 4.2 Third Party Rights.

You acknowledge and understand that all title and rights in and to any third party content that is contained or accessed through EZ FORMS services, is the property of the respective content owners and may be protected by applicable patent, copyright, or other intellectual property laws and treaties. You agree that such third parties may enforce their rights against you directly in their own name.

#### 4.3 Feedback.

In the course of using the EZ FORMS App, you may provide EZ FORMS with feedback, including but not limited to suggestions, observations, errors, problems, and defects regarding the EZ FORMS App or other EZ FORMS services (collectively "Feedback"). You hereby grant EZ FORMS a worldwide, irrevocable, perpetual, royalty-free, transferable and sub-licensable, non-exclusive right to use, copy, modify, distribute, display, perform, create derivative works from and otherwise exploit all such Feedback.

## 5. Disclaimer of Warranties and Limitation of Liability

### 5.1 Disclaimer of Warranties.

In addition to the limitations of EZ FORMS's liability expressly contained in this Agreement, you assume all the responsibility and risk for your use of the Software and the results and performance thereof, and your use of any data collection forms created or developed (in whole or in part) by parties other than EZ FORMS. THE EZ FORMS APP IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. EZ FORMS DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM EZ FORMS OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT

EXPRESSLY STATED IN THIS AGREEMENT. EZ FORMS DOES NOT REPRESENT OR WARRANT THAT: (I) THE EZ FORMS APP OR ANY THIRD PARTY SOFTWARE WILL MEET YOUR REQUIREMENTS OR WILL BE ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED; (II) THE OPERATION OF THE EZ FORMS APP OR ANY THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED; OR (III) THE ACCURACY, TIMELINESS, COMPLETENESS, OR ADEQUACY OF THE EZ FORMS APP, ANY THIRD PARTY SOFTWARE AND ANY DATA ACCESSED THEREFROM. INFORMATION PROVIDED THROUGH THE EZ FORMS APP MAY BE DELAYED, INACCURATE, OR CONTAIN ERRORS OR OMISSIONS. THE EZ FORMS GROUP (DEFINED BELOW) AND EZ FORMS'S THIRD PARTY LICENSORS WILL HAVE NO LIABILITY WITH RESPECT THERETO. EZ FORMS MAY CHANGE OR DISCONTINUE ANY ASPECT OR FEATURE OF THE EZ FORMS APP OR THE USE OF ALL OR ANY FEATURES OR TECHNOLOGY IN THE EZ FORMS APP OR THE THIRD PARTY SOFTWARE AT ANY TIME WITHOUT PRIOR NOTICE TO YOU. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE EZ FORMS APP IS TO UNINSTALL AND CEASE USE OF THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 5.2 Limitation of Liability.

IN NO EVENT WILL EZ FORMS, ITS AFFILIATED ENTITIES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AUTHORIZED AGENTS AND EZ FORMS'S THIRD PARTY LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOSS OF GOODWILL, LOST REVENUE, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE EZ FORMS APP OR ANY THIRD PARTY APPLICATION UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS

LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT THE EZ FORMS GROUP OR ITS THIRD PARTY LICENSORS WERE OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL EZ FORMS'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS EULA, TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, EXCEED THE AMOUNT PAID, IF ANY, BY YOU FOR THE EZ FORMS APP. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SUCH AS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 6. Indemnity

### 6.1 Indemnification.

To the maximum extent permitted by law, You agree to defend, indemnify and hold the EZ FORMS, Inc. harmless from and against any and all claims, suites, losses, liability, costs or expenses (including but not limited to reasonable attorneys fees) arising from or incurred as a result of your use of the Software, including your downloading, installation, or use of the Software, or your violation of this EULA.

## 7. Disputes between you and EZ FORMS

### 7.1 Arbitration Requirement.

YOU AND EZ FORMS AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS EULA OR EZ FORMS'S SERVICES, SHALL BE DETERMINED BY BINDING ARBITRATION INSTEAD OF IN COURTS OF GENERAL JURISDICTION.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. YOU AGREE THAT, BY

ENTERING INTO THIS AGREEMENT, YOU AND EZ FORMS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This arbitration provision shall survive termination of this Agreement.

The arbitration will be governed by the Commercial Arbitration Rules and, if appropriate, the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"). YOU AND EZ FORMS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and EZ FORMS agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator shall decide any issues relating to the enforceability and/or applicability of the arbitration provisions of this Agreement to the dispute. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

## 8. Miscellaneous

### 8.1 Amendments.

EZ FORMS may modify this Agreement from time to time and such modification shall be effective for existing EZ FORMS App users twenty-one (21) days after EZ FORMS informs users either within the EZ FORMS App, or by e-mail, of the modification. Continued use of the EZ FORMS App constitutes acceptance of the amended Agreement. If you do not agree to the modification, you must cease your use of the EZ FORMS App.

### 8.2 Titles.

The section and sub-section titles in this EULA are provided solely for convenience and have no legal or contractual significance.

### 8.3 Choice of Law and Venue.

This EULA shall be governed by and interpreted under the laws of the State of California, without regard to its conflicts of laws provisions. You agree that any legal proceedings must be resolved in Dallas, Texas.

### 8.4 Waiver.

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

### 8.5 Severability.

If for any reason a tribunal of competent jurisdiction finds any provision of this EULA or portion thereof, to be unenforceable, that provision of this EULA shall be enforced to the fullest extent permissible, and the remainder of this EULA shall continue in full force and effect.

### 8.6 Assignments.

You may not assign your rights under this EULA to any party without EZ FORMS's consent, and any such assignment is void.

### 8.7 Agency.

Nothing in this EULA will be construed as creating a joint venture, partnership, employment or agency relationship between you and EZ FORMS, and you do not have any authority to create any obligation or make any representation on EZ FORMS's behalf.

### 8.8 Entire Agreement.

This EULA and all the policies referenced herein constitute the entire agreement between EZ FORMS and you concerning the subject matter hereof, and it may only be modified by written agreement by a EZ FORMS official with authority to legally bind EZ FORMS.