

General - Terms of Services

These Terms of Services (collectively, “Terms”) are a legal agreement which governs the access to and use of the Exela Remote Notarization (“Exela Remote Notarization” or “Services”) site, and other related sites and related services, and if applicable, applications, including integrations provided (collectively, the “Sites”). Exela Remote Notarization was created by and is owned by Exela Technologies, Inc. (together with its subsidiaries, “Exela”). These Terms applies to all Users (“Customer” or “Users”) who access the Services in any capacity. If the Customer is using Exela Remote Notarization or related Sites, accessing, using or downloading any materials from the Sites, registering for the services, or downloading or using any of the apps then these Terms apply to Customer use. IF THE CUSTOMERS DO NOT AGREE TO THESE TERMS, CUSTOMERS ARE NOT AUTHORIZED AND MUST CEASE USING EXELA REMOTE NOTARIZATION AND THE SITES IMMEDIATELY.

Recognizing the global nature of the Internet, you must comply with all local rules regarding online conduct and acceptable use of information. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data across borders.

THESE TERMS CONTAIN A BINDING ARBITRATION PROVISION AND WAIVER OF JURY TRIALS AND CLASS ACTIONS GOVERNING DISPUTES ARISING FROM THE USE OF THE DRYSIGN SERVICES WHICH AFFECT THE CUSTOMERS LEGAL RIGHTS AS DETAILED HEREIN. PLEASE READ CAREFULLY.

THE CUSTOMER MUST BE OF LEGAL AGE (18 YEARS OF AGE OR OLDER, OR OTHERWISE OF LEGAL AGE IN YOUR RESIDENT JURISDICTION) AND COMPETENT TO AGREE TO THESE TERMS TO USE THE SITES OR SERVICES. IF THE CUSTOMER IS AGREEING TO THESE TERMS ON BEHALF OF AN ORGANIZATION OR ENTITY, THE CUSTOMER REPRESENTS THAT THE CUSTOMER HAS THE AUTHORITY TO AGREE TO THESE TERMS ON THAT ORGANIZATION OR ENTITY’S BEHALF AND BIND THEM TO THESE TERMS, IN WHICH CASE THE REFERENCES TO “YOU” OR “YOUR” OR “CUSTOMER” IN THESE TERMS, EXCEPT FOR IN THIS SENTENCE, WILL REFER TO THAT ORGANIZATION OR ENTITY.

THE CUSTOMER, , SHALL TAKE ALL REASONABLE STEPS TO ENSURE THAT NO UNAUTHORIZED PERSONS HAVE ACCESS TO THE EXELA REMOTE NOTARIZATION including DRYSIGN, AND TO ENSURE THAT NO PERSONS AUTHORIZED TO HAVE SUCH ACCESS SHALL TAKE ANY ACTION THAT WOULD BE IN VIOLATION OF THESE TERMS.

CUSTOMER’S RESPONSES TO ALL QUESTIONS THROUGHOUT THE ELECTRONIC PROCESS WILL BE RECORDED AND MADE PART OF YOUR ELECTRONICALLY SIGNED DOCUMENTS RECORD.

BY USING THE SERVICES (AS DEFINED BELOW), THE CUSTOMER CONSENTS TO RECEIVE ELECTRONIC COMMUNICATIONS FROM EXELA AND/OR ITS PARTNERS AND AFFILIATES. THE CUSTOMER AGREES THAT ANY NOTICES, AGREEMENTS, DISCLOSURES OR OTHER COMMUNICATIONS THAT ARE SENT ELECTRONICALLY WILL SATISFY ANY LEGAL COMMUNICATION REQUIREMENTS, INCLUDING THAT SUCH COMMUNICATIONS BE IN WRITING, PROVIDED THAT ANY COMMUNICATION TO THE CUTOMER IS SENT TO THE EMAIL ADDRESS PROVIDED ON THE CUSTOMERS ACCOUNT. THE CUSTOMER AGREES THAT ANY COMMUNICATION TO EXELA WILL BE SENT TO ern.support@exelatech.com FOR FURTHER HANDLING.

A. SUPPLEMENTS:

Supplements refers to the categorization of additional terms and conditions, including licenses and other restrictions that would be applicable to each of the Services and are set forth under each Supplements terms and conditions. The Services are categorized under two different Supplements as listed below:

- (a) Exela Remote Notarization: [Notary on Demand](#)– the Registered User uses a Notary that Exela Remote Notarization has matched with to procure Notarizations. Additional terms and conditions that apply to the Exela Remote Notarization Services and can be found in this document.
- (b) Exela Remote Notarization: [Notary Platform Terms of Service](#) (“Notary SaaS Services”) – applies if a Registered User that is utilizing the Exela Remote Notarization Platform to access Notary SaaS to perform notarizations or act in capacity as a Notary.

B. OWNERSHIP OF PROPRIETARY INFORMATION; CONTENT

The Services contain materials that are proprietary and are protected by copyright laws, international treaty provisions, trademarks, service marks, and other intellectual property rights, laws, and treaties. Exela and its licensors own and will retain ownership of all right, title, and interest in the Services, including intellectual property rights therein (but excluding your Content (as defined below)). Customer owns and will retain ownership of all right, title, and interest in its Content. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. Neither party will do anything inconsistent with such a title. Customers’ use of any Exela proprietary information other than as permitted in accordance with these Terms is strictly prohibited.

The Services consist of a single notary session supported via an online platform that enables Exela Remote Notarization for validating consumer identity, obtaining signatures, notarizing documents that includes storage of electronic audio/video recording the notary session, notary electronic journal and facilitating payments to Notary for the session, and , communications thereof, and any data contained therein (collectively "Content"). Customer owns and will retain ownership of all right, title, and interest in your Content uploaded to the Services, including intellectual property rights therein. Except as described in these Terms, Exela claims no ownership rights in Customers Content. Exela may provide links to publicly available Content to use with the Services but is not responsible in any manner for such publicly available Content. However, the Customer is responsible for ensuring that any Content (as well as any publicly available Content) that the Customer uses in Connection with the Services complies with the United States copyright laws, other intellectual property laws, and treaties, as well as applicable privacy laws and export laws. Exela does not have the ability to screen all Content, but Exela shall have the right (but not the obligation) in its sole discretion to remove all or part of Customer’s Content from the Services. If the Customer is an administrator for the account, then the Customer is responsible for the Content and activities of its users.

Although the Customer is in no way obligated to do so, if it do choose to share a n idea, suggestion, information or feedback relating to the Services ("Suggestion"), then the Customer hereby assign, transfer and convey to Exela, all worldwide right, title, and interest in and to all intellectual property rights in all of its Suggestions.

If Customer are a user of Content posted by a third party on the Services ("Third Party Content"), you acknowledge that Exela does not approve, endorse, monitor, verify, or take responsibility for any such Third Party Content. You agree that the third party posting the Third Party Content is solely responsible for it and that Exela is not liable for any Third Party Content. EXELA HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF OR RELATED TO THIRD PARTY CONTENT REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY

ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.

C. LIMITED LICENSE

Upon acceptance of these Terms, Exela hereby grants a limited, revocable, non-exclusive, non-transferrable license to access and use the Services (including Exela Content provided in connection with the Services) solely for personal or internal business purpose and only as expressly permitted herein. Customer acknowledges that Exela reserves all rights relating to the Services not expressly granted to you herein. The license, Service or software is considered delivered and accepted when made available for access.

Customer will not permit anyone else to: (a) share the login ID for the Services with any other person (each user must have their own login ID) or use or launch any automated system to access the Services; (b) access another user's account, circumvent standard access to the Services, or attempt to gain unauthorized access to the Services; (c) use the Services in a manner that is illegal, defames, abuses, tortious, harasses, stalks, threatens, or violates the legal rights of others; (d) use the Services to impersonate another person or entity or misrepresenting yourself or affiliation with an entity, including sending deceptive source-identifying information such as spoofing or phishing, or to upload, post, host, or transmit unsolicited email or spam, or use the Services to transmit any malware, Trojan horses, worms or viruses or any destructive or malicious code; (e) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Services or Exela Content; (f) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying intellectual property relevant to the Services; or (g) use the Services or Exela Content for the benefit of a competitive offering to the Services or to intentionally harm or discredit Exela.

Any violation of the license restrictions contained in this Section may result in the immediate termination of Customer's right to use the Services, as well as potential liability for copyright infringement or other claims. Exela reserves the right to refuse service to anyone for any reason at any time.

D. CONFIDENTIAL INFORMATION

In connection with the Services, Customer and Exela may share proprietary or non-public information ("Confidential Information") which may or may not be designated as "Confidential," "Proprietary" or some similar designation. "Confidential Information" will not include any information which: (a) was previously known to the other party without restriction on use or disclosure; (b) is or becomes publicly available, through no fault or breach of these terms by the receiving party; (c) is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure; (d) is independently developed by such other party without reference to the Confidential Information.

The receiving party of Confidential Information agrees: (a) not to disclose Confidential Information to a third party, with the exception that Confidential Information may be disclosed to such party's employees, and/or its affiliates, consultants, attorneys, accountants or other professional advisors who have a need to have the information that are under confidentiality obligations that are at least as restrictive as the terms contained herein or subject to direction of the disclosing party; (b) to protect the secrecy of and to avoid disclosure and unauthorized use of the disclosing party's Confidential Information to the same degree that it takes to protect its own Confidential Information, and in no event less than reasonable care; and (c) to use Confidential Information only as necessary to fulfil its obligations and exercise its rights under these Terms.

Upon termination or expiration of your notary session, Exela will have no further obligations in respect of your Confidential Information.

E. DEVICES AND/OR INTERNET

Some services depend on third party network and Internet providers and device manufacturers that are outside of Exela's control. Customer acknowledge that Exela will not be responsible or liable for performance or non-performance as a result of such devices or networks. Customer acknowledge that the processing and transmission of the Services, including the Content, may involve transmissions over various networks and unencrypted transfer to a network or device. Customer acknowledge that third party networks or devices may change their technical requirements interfering with the operation of the Services.

F. WARRANTIES AND DISCLAIMERS:

Customer hereby represent and warrant to Exela that: (a) you have all requisite rights and authority to use the Services under these terms and to grant all applicable rights herein; (b) you are responsible for your use of the Services; (c) you are solely responsible for maintaining the confidentiality of your password(s); (d) you will promptly notify Exela any unauthorized use of the Services; (e) you agree that Exela will not be liable for any losses incurred as a result of a third party's use of your account, regardless of whether such use is with or without your knowledge and consent; (f) you will use the Services for lawful purposes only and subject to these terms; (g) any information you submit to Exela is true, accurate, and correct; and (h) you will not attempt to gain unauthorized access to the system or the Services, other accounts, computer systems, or networks under the control or responsibility of Exela.

The Customer acknowledge that the Sites and/or Services and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that Exela makes available (collectively "Excluded Data") is subject to export control laws and regulations of the United States (including, the U.S. Export Administration Act and the sanctions regulations administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC")) and other jurisdictions (collectively "Export Laws"). The Customer represent and warrant that you will not access, download, use, export, or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by Export Laws (including to any end-user in a U.S. embargoed country or territory or an end-user included on OFAC's listing of Specially Designated Nationals or the U.S. Commerce Department's Entity List or Denied Persons List) without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction you operate or do business. The Customer is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Sites.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CUSTOMER USE OF THE SERVICES AND SITES SHALL BE AT CUSTOMERS SOLE RISK. EXELA AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, AND LICENSORS ("EXELA PARTIES") (i) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (ii) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (iii) DOES NOT WARRANT THAT THE SERVICES OR SITES ARE OR WILL BE ERROR-FREE, WILL MEET CUSTOMERS REQUIREMENTS, OR BE TIMELY OR SECURE. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE OF THE SERVICES OR SITES.

THE EXELA PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES AND SITES CONTENT AND ASSUME NO RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF SERVICES AND SITES; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITES; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITES; (vi) ANY LOSS OF

YOUR DATA OR CONTENT FROM THE SITES; AND/OR (vii) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES AND SITES. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF EXELA TO ANY THIRD PARTY.

Because some jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the maximum extent permitted by and for the minimum warranty period allowed by the mandatory applicable law.

G. LIMITATION OF LIABILITY:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE EXELA PARTIES BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY: (a) USE OF THE SITES OR THE SERVICES; (b) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (c) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SITES OR THE SERVICES; (d) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (e) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS; (f) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITES OR THE SERVICES BY ANY THIRD PARTY; (g) ANY LOSS OF DATA OR CONTENT FROM THE SITES OR THE SERVICES; (h) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITES OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE EXELA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (i) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY.

Exela's sole obligation and Customers sole and exclusive remedy for any breach of these terms is limited to Exela's reasonable commercial efforts to correct the non-conforming services at no additional charge to the Customer. In the event that Exela is unable to correct material deficiencies in the services after using commercially reasonable efforts to do so, the Customer shall be entitled to terminate them.

Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of these Terms between the Customer and Exela. This allocation is an essential element of the basis of the bargain between the parties.

H. INDEMNIFICATION:

The Customer agrees to defend, indemnify, and hold Exela, its affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third-party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to, as applicable: (a) Customer access to and use of the Site; (b) violation of these Terms or Account Administrator(s) or Authorized Users, as applicable; (c) infringement of any intellectual property or other right of any person or entity by the Customer; (d) the nature and content of all Customer Data processed by the these Services; or (e) any products or services purchased or obtained by the Customer in connection with the Site.

I. PAYMENT; FEES:

The Customer shall pay Exela all fees associated with its Transaction as stated under the Pricing Plan on the Site at the time of each such Transaction. Prior to accessing the Services, the Customer must provide Exela with a valid credit card, or other forms of payment acceptable to Exela. Additionally, the Customer is responsible for payment of all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties and any other similar taxes and duties, including penalties and interest, imposed by any federal, state, provincial or local government entity on the transactions contemplated by these Terms, excluding taxes based upon Exela's net income.

The Customer acknowledges that Exela may change its fees and/or fee structures for Services from time to time in its discretion. Exela will post notice of such changes on the Sites. Exela shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services.

If the Customer is a subscriber with a good faith dispute of any payment, the Customer should contact Exela's support team with details of the dispute, any supporting documentation, and the Customer's contact information within thirty (30) days of becoming aware of the dispute. The Customer will continue to pay all amounts when due (even disputed amounts) while the Exela Team works diligently and promptly to resolve the dispute. Upon resolution, Exela will promptly credit any amount owed to you or you will promptly pay all amounts owed to Exela.

In order to receive a credit or dispute an invoice, please contact Exela support at ern.support@exelatech.com.

J. TERM; TERMINATION:

The Term between the Parties shall end at the end of each transaction.

Exela may terminate the arrangement contemplated by these Terms or suspend the use of Services if (a) the Customer violates the license restrictions contained in these Terms, or (b) Customer is past due on payment of a fee owed and have not responded to request for payment, (c) Customer billing or contact information is false, fraudulent or invalid, (d) Customer issued bad checks or reversed credit/debit card transactions, (e) Customer breached or otherwise fail to comply with these Terms and have not cured such breach within five (5) days of Exela's written notice specifying the alleged breach, or (f) Customer entered receivership, general assignment for the benefit of creditors, any bankruptcy or insolvency proceedings that are not dismissed within sixty (60) days, liquidation, dissolution or termination of Customer's business operations.

K. GOVERNING LAW

The arrangement contemplated by these Terms will be governed by and construed in accordance with the substantive laws in the State of New York. These Terms will not be governed by the conflict of law rules of any jurisdiction that would result in the application of any laws other than those of the State of New York or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

L. BINDING ARBITRATION

IN THE EVENT OF A DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS OR TO EXELA, THE COMPLAINING PARTY SHALL NOTIFY THE OTHER PARTY IN WRITING THEREOF. WITHIN THIRTY (30) DAYS OF SUCH NOTICE, BOTH PARTIES SHALL ATTEMPT TO RESOLVE THE DISPUTE IN GOOD FAITH. IF THE DISPUTE IS NOT RESOLVED BY NEGOTIATION OR MEDIATION, AT ANY TIME AFTER EXPIRATION OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE WRITTEN REQUEST FOR INFORMAL SETTLEMENT. INSTEAD OF SUING IN COURT, WE EACH AGREE TO SETTLE DISPUTES ONLY BY ARBITRATION, ACCORDINGLY. THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION IN ACCORDANCE WITH THE AAA COMMERCIAL ARBITRATION RULES BY A SOLE INDEPENDENT ARBITRATOR CHOSEN BY THE AAA OFFICE IN NEW YORK CITY. THE ARBITRATOR SHALL ISSUE A WRITTEN AWARD STATING THE REASONS THEREFOR. THE RULES IN ARBITRATION ARE DIFFERENT. THERE'S NO JUDGE OR JURY, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS STATED IN THESE TERMS AS A COURT WOULD. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR SHALL BE BINDING ON BOTH PARTIES AND MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE. EITHER PARTY SHALL RETAIN THE RIGHT TO OBTAIN INTERIM EQUITABLE RELIEF IN ANY COURT OF COMPETENT JURISDICTION. IN NO EVENT SHALL THE ARBITRATOR BE EMPOWERED TO AWARD PUNITIVE DAMAGES. EACH PARTY SHALL BEAR ITS OWN EXPENSE OF ARBITRATION AND SHALL SHARE EQUALLY THE COST OF THE ARBITRATOR AND THE ARBITRATION PROCEEDINGS.

M. WAIVER OF JURY TRIAL; CLASS ACTION WAIVER

SUBJECT TO THE FOREGOING AGREEMENT TO ARBITRATE, EXELA AND CUSTOMER EACH KNOWINGLY WAIVE ANY RIGHT TO JURY TRIAL UNDER THESE TERMS, AND THE CUSTOMER FURTHER AGREES THAT ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A COLLECTIVE OR CLASS ACTION BASIS OR ON A BASIS 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 US. THE WAIVER OF JURY TRIAL AND AGREEMENT TO ARBITRATE SHALL REMAIN IN EFFECT EVEN IF THE CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE. THE CUSTOMER AND EXELA 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.

N. THIRD PARTY CONTENT

The Services may provide, links to other third-party websites, services, or resources that are beyond Exela's control. We make no representations as to the quality, suitability, functionality, or legality of any third-party content to which links may be provided, and you hereby waive any claim you might have against us with respect to such services. EXELA IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE LOCATED OUTSIDE THE SITE OR POSTS OF USER CONTENT. Your usage through the Site, including any payment gateway, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such provider. Customer agree that Exela shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such links to third-party websites or resources on the Site.

O. MISCELLANEOUS

The Services provided hereunder 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 such terms are 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 forth in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 (June 1995).

These Terms may be agreed to online, by use of the Services and/or executed by electronic signature and in one or more counterparts.

These Terms do not establish the parties as business partners or agents of the other, and neither party has the right to bind the other on any third-party agreement.

Customer may not assign any of your rights or obligations hereunder, except in connection with a merger or acquisition. Subject to the foregoing, these Terms shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto.

Except for any payment obligations, neither the Customer nor Exela will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by a governmental entity, strike, crime and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed promptly after the force majeure event concludes.

These Terms together with our "Consent To Proceed Electronically," described at Consent To Proceed Electronically and "Privacy Policy," which governs Exela's use of your information, described at Privacy Policy, each of which are incorporated herein, constitute the entire agreement between the parties with respect to your access and use of the Services. These Terms supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter and prevails over any conflicting terms contained in any documents, communications, or discussions. All waivers must be in writing and signed by the party waiving its rights. If any part of these Terms is found unenforceable by an arbitrator or court of competent jurisdiction, the rest of these Terms will nonetheless continue in effect, and both parties agree that the unenforceable provisions will be modified so as to best accomplish the objectives of these Terms within the limits of applicable law.

We may revise these Terms or any additional terms and conditions that are relevant to the Services from time to time to reflect changes in the law or to the Services. Please review the site on a regular basis to obtain timely notice of any revisions. We will post the revised terms on the Site with a "last updated" date. Customer agrees that we shall not be liable to the Customer or to any third party for any modification of the Terms. IF CUSTOMER CONTINUE TO USE THE SERVICES AFTER THE REVISIONS TAKE EFFECT, CUSTOMER AGREES TO BE BOUND BY THE REVISED TERMS.