

### Preamble

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Please read this Agreement carefully before accessing or using the Web Site. By accessing or using any part of the Web Site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Web Site or use any services. If these terms and conditions are considered an offer by ManuSoft, acceptance is expressly limited to these terms.

### Privacy Policy

ManuSoft will not share personally identifiable information about you with any third party, unless we ask and obtain your explicit permission to do so, or are required by law to do so. Personal or confidential information that you share with us will be used only for the purposes that we tell you it will be used for. We take every reasonable precaution to ensure that your personal information is secure and inaccessible to malicious or unauthorized individuals.

We may occasionally contact you for the purpose of gathering additional information needed to assist with a problem you have, or to request additional information related to a transaction that you initiated, however we will never send unsolicited email for marketing or other purposes unless you have explicitly requested that we do so. If you receive "spam" email purportedly coming from us, please be aware that mass emailers frequently forge the email sender address in order to hide their identity, and the email may in fact originate elsewhere.

If you have questions about our privacy policy, or have a privacy related issue that you wish to address with us, please contact us by email at [privacy@manusoft.com](mailto:privacy@manusoft.com) so we can help resolve any problems you may have.

## **Refund Policy**

If you are not completely satisfied with software purchased from this Web Site for any reason, you may request a full refund within 30 days of purchase by emailing [sales@manusoft.com](mailto:sales@manusoft.com) with information sufficient for ManuSoft to locate your purchase records and verify that you are the person that made the original purchase. All refunds will be processed within 14 days of receipt of your request in the same form as the original payment.

## **Web Site Content**

ManuSoft takes reasonable precautions to ensure that all material available on the Web Site is non-harmful, however you are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Web Site may contain content that contains technical inaccuracies, typographical mistakes, and other errors. The Web Site may contain material, the downloading, copying, or use of which is subject to additional terms and conditions, stated or unstated. ManuSoft disclaims any responsibility for any harm resulting from the use by visitors of the Web Site or any content thereon.

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make material misrepresentations regarding your copyrights.

## **Intellectual Property**

This Agreement does not transfer from ManuSoft to you any ManuSoft or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with ManuSoft. All ManuSoft trademarks, service marks, graphics and logos used in connection with the Web Site are trademarks or registered trademarks of ManuSoft or ManuSoft's licensors. Other trademarks, service marks, graphics and logos used in connection with the Web Site may be the trademarks of other third parties. Your use of the Web Site grants you no right or license to reproduce or otherwise use any ManuSoft or third-party trademarks, service marks, graphics, or logos.

## **Changes**

ManuSoft reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Web Site following the posting of any changes to this Agreement constitutes acceptance of those changes. ManuSoft may also, in the future, offer new services and/or features through the Web Site (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

## **Termination**

ManuSoft may terminate your access to all or any part of the Web Site at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement, you may simply discontinue using the Web Site. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Disclaimer of Warranties**

The Web Site is provided "as is". ManuSoft and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither ManuSoft nor its suppliers and licensors, makes any warranty that the Web Site will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Web Site at your own discretion and risk.

## **Limitation of Liability**

In no event will ManuSoft, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to ManuSoft under this agreement during the twelve (12) month period prior to the cause of action. ManuSoft shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **General Representation and Warranty**

You represent and warrant that (i) your use of the Web Site will be in strict accordance with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Web Site will not infringe or misappropriate the intellectual property rights of any third party.

## **Indemnification**

You agree to indemnify and hold harmless ManuSoft, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Web Site, including but not limited to your violation of this Agreement.

## **Miscellaneous**

This Agreement constitutes the entire agreement between ManuSoft and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of ManuSoft, or by the posting by ManuSoft of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Web Site will be governed by the laws of the state of Ohio, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Ohio. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Wayne County, Ohio, in the English

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language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; ManuSoft may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.