

Terms and Conditions of Service

BY ACCESSING OR USING ANY PART OF OUR WEBSITES OR FAXBURNER SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF SERVICE. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THIS WEBSITE OR OUR SERVICES. YOU MAY ALSO BE ASKED TO RE-ACCEPT OUR THEN-CURRENT TERMS EVERY TIME YOU MAKE ANY USE OF ANY SERVICE PROVIDED BY NETWORKX ONLINE. REGARDLESS, YOU ARE BOUND BY THIS AGREEMENT IF YOU PROCEED TO USE OUR SITE OR SYSTEM IN ANY WAY.

Any questions concerning this agreement should be referred to support@faxburner.com. We are happy to negotiate alternative terms so long as that takes place before Your use of Our services.

1. Agreement.

This Terms and Conditions of Service agreement (“TOS” or “Agreement”) is a legally binding agreement made by and between Networkx Online, Inc. (“Networkx Online”, “We” or “Us”) and You personally and, if You use FaxBurner for business, Your business entity (collectively, “Client” or “You”). These TOS govern Your use of FaxBurner.com and all related Web pages, portals and interfaces (collectively, the “Site”) and the services We offer on or through the Site, so please read it carefully.

2. Limited License Granted.

Upon payment of all required fees, and so long as You continue in compliance with this TOS and with the law, You will be granted a limited, revocable, non-exclusive license to access the selected software services and services (“System” or “Services”) through the Site until this Agreement is terminated.

3. External Resources.

By signing up for or using features provided by third party service providers, such as DropBox or other services or integrations, whether offered by a licensor or an integrated service provider, which may be available to You now or in the future, You may have access to external resources provided by third parties. You acknowledge and accept that Networkx Online has no control over such resources and is therefore not responsible for their content and availability.

Terms and conditions applicable to any such third-party resources or features, including those applicable to any possible grant of rights in content, result from each such third parties’ terms and conditions and privacy policy or, in the absence of such policies, applicable statutory law.

4. Privacy.

Your visit to Our Site and use of Your personal information is also governed by Our Privacy Policy. Please review Our Privacy Policy at <https://www.faxburner.com/homepage/privacy/>. We

reserve the right, and You authorize Us, to use and assign all information regarding Your use of the Site and all information provided by and/or created by You and/or collected by the Site in any manner consistent with Our Privacy Policy. We may use Your information and information collected by the Site, including but not limited to technical or diagnostic information, the content You create, and Your suggestions or feedback, in order to maintain, improve, and enhance the System, respond to legal requests for information about potentially wrongful use of the System, and to monitor the System for wrongful use, including but not limited to use that may violate Our Acceptable Use Policy . We have no control over, and are not responsible for, the privacy of any content that You have shared with others, so always use caution when providing any personally identifiable information. To the extent allowed by law, You agree to be solely liable for any consequences arising from Your voluntary disclosure of personal information.

5. Proprietary Rights and Ownership.

The System is owned, trademarked and copyrighted by Networx Online, and is protected by United States copyright, trademark and other state, federal, and international intellectual property laws. Through use of the System, You may have access to information, communications, software, photos, text, video, graphics, music, sound, images, and other materials owned, trademarked or copyrighted by Networx Online ("Content") or its licensors. You do not have any ownership interest in the Content, the System, or improvements and modifications to the System. Nothing in this Agreement shall be construed to transfer any of the Site's proprietary or intellectual property rights to You. You may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile, or otherwise attempt to decipher any code in connection with the System and/or any other aspect of Networx Online's technology.

6. Confidential Information.

You agree to keep confidential and safeguard, using commercially reasonable means, all Networx Online and/or FaxBurner information You may view or obtain through Your use of the Site or System.

7. Registration for System.

(a) To use the System, You must create Your own account by providing the Site with current, complete and accurate information as prompted by the registration process. You are responsible for updating such registration data as necessary. You shall provide the Site with accurate, complete and updated registration information. You shall not knowingly provide inaccurate information with the intent to create a false identity or mislead Us regarding Your intended use of the System. **Networx Online is committed to knowing who its customers are** and We reserve the right to request additional, follow-up information as part of Your registration process, even if such questions are not listed on the Site. We may deny, suspend, or terminate Your registration or access should information You provide become suspect.

(b) Upon registration, We will create an account for You and assign You, or allow You to select, a password. You must keep Your password confidential. You will be responsible for all use of Your password, including, without limitation, any use by any unauthorized third party. You must

notify Us immediately if You believe Your password may be used by any unauthorized person or entity. For security purposes, We recommend You change Your password often. Under no circumstance should You respond to a request for Your password. Our employees will never ask for Your password in any manner via any means of communication. You must notify Us immediately if You receive such a request.

(c) You agree not to provide false or misleading information to the Site. This includes, but is not limited to, providing a false email address. Once You have created an account and registered to use the System, You are responsible for providing Us with updated information on an ongoing basis. It is particularly important to keep the email address associated with Your account current, because although You may be able to log into Your account using an old email address, You will not be able to receive messages from Us about Your account or other matters.

(d) You agree that the Site is a neutral host of the System and has no responsibility or liability in relation to any representations You may make as part of Your use of the System.

(e) You agree that the Site may rely on any data, notice, instruction or request furnished to the Site by You, which is reasonably believed by the Site to be genuine and to have been sent or presented by a person reasonably believed by the Site to be authorized to act on Your behalf.

(f) You shall notify the Site immediately at support@faxburner.com of any known or suspected unauthorized uses of Your account, or any known or suspected breach of security, including but not limited to loss, theft or unauthorized disclosure of Your password. The Site shall not be liable for any loss that You may incur as a result of a third party using Your password or account, either with or without Your knowledge. You may be held liable for losses incurred by the Site and/or another party due to a third party using Your account or password.

(g) Any fraudulent, abusive or otherwise illegal activity shall be grounds for immediate denial, suspension, or termination of Your registration and/or access to the System and, if appropriate, referral to relevant law enforcement agencies.

(h) You acknowledge and agree that You will promptly notify Us if You are aware of any person who, in Your good faith opinion, is or is intending to take unfair advantage of the System provided by the Site.

(i) We reserve the right to use any contact information provided by You to communicate with You for the purposes of informing You of applicable offers, changes or additions to the System or Site. We may use manual or automated calls and texts, along with emails and print mail to contact You for the above purposes. No agreement to receive Our marketing is required to make a purchase and You can opt-out of receiving marketing communications at any time by contacting Our support team by telephone or email.

(j) Our use of any information provided by You, including, but not limited to registration data and/or payment information, is more fully set forth in Our privacy policy referenced above.

(k) Networkx Online is committed to knowing who its customers are and understanding how they use FaxBurner. We reserve the right to audit information You provide and Your use of the System. We may deny, suspend, or terminate Your registration or access to the System should information You previously provided become suspect.

(l) We reserve the right to use any information provided by You, including information about Your business and Your use of Our service, to deliver FaxBurner services and benefits to you in accordance with our Privacy Policy.

8. Acceptable Use.

Your visit to Our Site and registration and use of the Site is also governed by Our Acceptable Use Policy (“AUP”). Please review the FaxBurner AUP at https://www.faxburner.com/usercontent/by_name/faxburner/aup.pdf.

By accessing or using any part of Our Site or any FaxBurner services, You agree that You have read, understand, and agree to comply with the AUP and if applicable shall cause all end users of Your account to comply with the AUP. You agree to indemnify and hold Networkx Online harmless from and against all claims, expenses, liabilities, losses, or other damages (including attorneys’ fees and costs) arising in favor of any person, firm, or corporation arising out of or related to violation or alleged violation of the AUP.

Networkx Online retains the right, at its sole discretion, to determine whether Your conduct and use of the Site is consistent with the letter and spirit of this Agreement and the AUP and may deny, suspend, or terminate Your registration and/or access to the Site if Your conduct is found to be inconsistent with the same.

Networkx Online reserves the right, at its sole discretion, to monitor Your traffic patterns and use of the Site to determine if the Site is being used in violation of the AUP. If Networkx Online determines, in its sole discretion, that You are in violation of its AUP, Networkx Online may immediately suspend or terminate permission for You to use the Site or any portion of the Site. Networkx Online will use commercially reasonable efforts to notify You of its determination that the Site is being used in violation of the AUP and may, in its sole discretion, provide You with up to three (3) days to remedy such violation(s) prior to denying, suspending, or terminating Your registration and/or access to the Site. In addition, Networkx Online may investigate incidents that are contrary to the AUP and provide requested information to third parties who have provided notice to Us stating that they have been harmed by Your failure to abide by the AUP and/or any other portion of this Agreement. Networkx Online may bring legal action to enjoin violations and/or collect damages caused by any violation of any part of the AUP. Any violations or attempted or alleged violations of the AUP by You (or any end users of Your account or any third party on behalf of any of the foregoing) will constitute a violation of the AUP by You and will be deemed a material breach of this Agreement.

Any failure or perceived failure by Networkx Online to enforce this policy does not amount to a waiver of Networkx Online’s rights and remedies.

9. Compliance.

You are required to use the Site and Services in full compliance with all applicable laws and regulations, including without limitation, all state, federal and international: (a) professional licensing requirements; (b) Do-Not-Call (“DNC”) list prohibitions; (c) facsimile solicitor registration and bonding requirements; (d) consumer cancellation rights; (e) wireless calling restrictions; (f) opt-out rules; (g) mandatory disclosures; (h) intellectual property rights and restrictions; (i) all facsimile record retention requirements; (j) all restrictions on the sending of fax advertisements; and (k) all other service and industry regulations. All Networx Online offers are void where prohibited by law.

By making any use of FaxBurner or the Site, You expressly warrant to Us that You are and shall continue to act in full compliance with the law. You agree that You have read and understand the FTC’s Telemarketing Sales Rule (“TSR”), the FCC’s Telephone Consumer Protection Act (“TCPA”), the FCC’s Junk Fax Prevention Act, and if applicable, the Canadian Radio-television and Telecommunications Unsolicited Telecommunications Rules (“UTR”), and all other applicable laws and regulations. You should review these rules with your own legal counsel to ensure that You understand and are fully compliant. Networx Online does not assume responsibility for ensuring that Your facsimiles and/or facsimile marketing campaigns meet applicable legal requirements. Networx Online will not assume any liability if You are held guilty or liable for any law violation. Notwithstanding the foregoing, You acknowledge that We have and are taking active steps to ensure the compliance of Our customers, including by having You agree to this TOS, the AUP, and otherwise.

We do not take any responsibility for monitoring any usage of the System. It is Your responsibility to ensure that all of Your usage of the System complies with this TOS and the AUP; We are not Your compliance officer and will not make compliance decisions for You.

10. Payments.

(a) We reserve the right at any time to charge fees for access to the Site or the System as a whole or in part. In the event that We so elect, a notice shall be posted at an appropriate location on the Website. Client has no obligation to continue using the System in such case. Any free FaxBurner services offered may be limited as set forth on the website. We may change these limitations or stop offering a free service at any time in Our sole discretion.

(b) If You order or purchase any type of fee-based account or additional fee-based service from the Site, You authorize the Site to utilize its merchant account provider to charge Your account provided during the purchase/enrollment process. You authorize the Site to charge Your account a monthly or, if selected by You, an annual subscription fee. Fees are non-refundable, even in the event of a termination, except in the sole discretion of Networx Online.

(c) It is Your responsibility to keep Your payment information accurate and current with the Site. If a payment cannot be processed, You will not be able to access Your account until You have paid all outstanding amounts. Failure to rectify the situation within a reasonable amount of time will lead to cancellation of the account as described below.

(d) If You contact the Site directly with a specific request for cancellation and refund, including substantial justification for the refund, the Site, in its discretion, may issue a refund of Your current month's payment. No refunds are allowed for an annual fee charge or any signup fee, including the shipment of physical goods. If You have concerns about the use of the System, You must sign up with the monthly fee option. Should the Site, in its discretion, make a refund outside of these conditions, the refund will not include a refund for the cost of physical goods delivered. In addition, if the Site, in its discretion, makes a refund for an annual payment, then the refund will be prorated to deduct the highest monthly fee paid by any customer for the months in which the annual service was used.

(e) System pricing as posted is based on reasonable and ordinary usage as determined by the Site. If Your usage exceeds reasonable and ordinary usage patterns or violates this TOS or Our AUP, We reserve the right at any time to charge You an additional surcharge and/or to modify Your pricing for access to the Site or the System as a whole or in part. In the event that We so elect, We will notify You of the surcharge and/or modified pricing.

(f) All system pricing advertised or otherwise listed on the Site is exclusive of applicable taxes, levies, duties, or other similar amounts imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, which may include by example only sales, use, value-added, consumption, and/or communications taxes (collectively, "Taxes"). You agree to pay and are solely responsible for all such Taxes and/or similar liabilities, however denominated, that may now or hereafter be levied on Your use of the System, and which are chargeable to or recoverable from customers. Taxes may vary based on jurisdiction and the monthly subscription rate. You will have no liability for any taxes based upon Our gross revenue or net income. Should the Site pay or be required to pay Taxes (including any Taxes that were due but not charged or previously collected), You agree that the Site may invoice You or charge Your credit card on file for such payments upon receipt of an invoice and showing of indebtedness to the Site.

(g) If You are exempt from paying certain Taxes, You will provide the necessary exemption information as requested by Us or a valid exemption certificate issued by the appropriate authority. You will be exempt on a going-forward basis once We approve Your exemption request. If the appropriate authority determines, at any time, that You are not exempt from paying any Taxes, You will promptly pay such Taxes to us, plus any applicable interest or penalties.

12. Submitting/Importing Information.

(a) You represent to Us that any and all facsimile numbers that You upload into the system are for individuals who have opted in or are otherwise legally contactable by You. You also represent that any content You upload to the System is owned by You or provided to You with the express authority of the owners and does not infringe upon any other individual's or organization's rights (including, without limitation, copyright, trademark or intellectual property rights).

(b) Although the Site provides industry standard encryption to protect certain personal information which is transmitted, You understand that Your uploads and transmissions may be intercepted and used, and that all the risk associated therewith is solely Yours. You shall not upload to or distribute or otherwise publish through the System any Content that is libelous, defamatory, obscene, pornographic, abusive, or otherwise violates any law. As We do not and cannot review every message created by You, You shall remain solely responsible for the content of Your messages.

(c) We reserve the right to disclose information to Our Partners about sales and usage generated by the System in forms that do not reveal Your personal identity.

13. No Service Level Agreement

Networx Online shall use commercially reasonable efforts to ensure the availability of the System and its features to You. Notwithstanding the foregoing, Networx Online does not guarantee any uptime, availability, performance, or integrity of the System. Networx Online shall not be liable to You for the unavailability of the System or the failure of the System to perform in accordance with its specifications.

Networx Online is not required, regardless of Your account level, to provide any prior notice of planned or unplanned downtime.

14. Idea Submissions.

We welcome specific comments regarding the System. If You send Us creative suggestions, ideas, notes, drawings, concepts or other information (collectively “Information”), the Information shall be deemed, and shall remain, the property of the Site. None of the Information shall be subject to any obligation of confidentiality on the part of the Site and the Site shall not be liable or owe any compensation for any use or disclosure of the Information.

15. Trademarks.

Networx Online, FaxBurner, and others are either trademarks or registered trademarks of Networx Online. Other service and company names mentioned on this Site may be trademarks of their respective owners.

16. No Legal, Financial or Tax Advice Provided.

No financial, legal, or tax advice or counsel is given, or shall be deemed to have been given by Networx Online, FaxBurner, or their affiliates and contractors, or by the System or Site.

17. Indemnification.

Client shall assume, pay, indemnify, hold harmless and reimburse Networx Online and its owners, employees, agents, affiliates, contractors, successors and assigns for any and all liabilities, damages, claims, suits, settlements, judgments, investigations, including but not

limited to inquiries from the Industry Traceback Group (“ITG”) or other governmental entities, subpoenas, civil investigative demands, costs, and expenses (including reasonable attorney’s fees and court costs) directly or indirectly incurred by Networkx Online to the extent the same are related in any way to this Agreement or to Your use of the System. Upon receipt of any demand or claim by Networkx Online related to Client, Networkx Online may elect to turn the defense and resolution of such claim over to Client, who shall then bear all costs and expenses and shall promptly investigate and settle or otherwise resolve any such claim to Networkx Online’s full satisfaction. Alternatively, Networkx Online may elect to defend any such claim on its own and then to obtain reimbursement from Client on an ongoing basis or at the conclusion of the matter. In either case, Networkx Online and Client shall cooperate and share necessary information in any such defense. Client agrees that Networkx Online may provide certain information about Client if Networkx Online receives a subpoena or similar investigative demand from a court, regulator, or law enforcement with competent jurisdiction. Client agrees to cooperate and assist in Networkx Online’s response in the event Networkx Online requests the same.

18. Limitation of Liability; No Warranty; Limitation of Damages.

Except for the indemnification obligations set forth above, neither party shall be liable for any consequential, incidental, special or indirect damages (including, but not limited to, loss of profits, goodwill, use, data, or other intangible items) even if the other party has been advised of the possibility of such damages or losses. Networkx Online is not responsible for any failure of a third-party DNC or wireless list provider to deliver its data accurately, completely or in a timely way. Networkx Online is not responsible for damages resulting from improper or incomplete use by Client of its services. With respect to any other damages, Networkx Online’s liability hereunder shall in no event exceed an amount equal to the amount actually paid by Client to Networkx Online in the month prior to a claim being made, regardless of the basis for the claim. Client understands that this is a significant limitation on Client right to sue Networkx Online and Client should not proceed if Client does not agree. Networkx Online shall not be bound by any typographical or other error or misprint in its marketing materials or online purchase Websites, so long as Networkx Online provides prompt notice of any such error and corrects the same, upon discovery. Except as otherwise provided herein, THE SERVICES AND SERVICES ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL NETWORKX ONLINE OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NETWORKX ONLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Copyrights and Copyright Agent.

If You believe Your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to Our Copyright Agent:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- (b) A description of the copyrighted work that You claim has been infringed;
- (c) A description of where the material that You claim is infringing is located on the Site;
- (d) Your address, telephone number, and email address;
- (e) A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf. Our Copyright Agent is designated to receive notice of claims of copyright infringement on the Site is Networx Online, and can be reached as follows:

Networx Online, Inc.
27702 Crown Valley Parkway, Suite #D-4, #127
Ladera Ranch, California 92694
support@faxburner.com
888-276-0932

20. Applicable Law & Venue for Disputes.

You agree that the laws of the State of California, without regard to conflicts of law provisions, will govern this Agreement, Your use of the System and any dispute that may arise between You and Us. Any future legal proceeding between the parties shall be brought and heard only in the State and Federal courts of California and You hereby irrevocably consent to the jurisdiction of the same.

21. Severability.

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

22. Term and Termination.

This Agreement shall become effective on the date it is agreed upon by both parties. The initial term of this agreement shall be for one (1) month or such other term as is agreed upon by the parties in writing. The Agreement will then automatically renew, if has not been canceled by either party, for additional 1-month renewal terms or such other terms as agreed upon by the parties in writing. This Agreement may be terminated by either party at any time, for any reason or no reason, on notice to the other or by Client's ceasing payment of fees. If Networx Online determines, in its sole discretion, that Client has or may have breached this Agreement in any way or violated the law with regard to its facsimile campaigns or its use of the Service3, Networx Online may immediately suspend or terminate this Agreement.

23. Survival.

Any provision of this Agreement, which by its nature, would naturally survive the termination of this Agreement, shall expressly survive any termination, including without limitation, those provisions related to indemnity, compliance with law, intellectual property, non-circumvention and notices.

24. MODIFICATIONS.

WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS AT ANY TIME. YOUR CONTINUED USE OF THE SITE OR SERVICES CONSTITUTES ASSENT TO ANY NEW OR MODIFIED PROVISION OF THIS AGREEMENT THAT MAY BE POSTED ON THE WEB SITE.

25. Contact Information:

HOW TO CONTACT US:
Networx Online, Inc.
1968 S. Coast Hwy., Ste 1800
Laguna Beach, CA 92651
888 276 0932
support@faxburner.com
www.faxburner.com

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