



FP Sign Terms and Conditions

This Agreement governs your access and use of the FP Sign platform, including associated functionality, software and services (the "System"). BY CLICKING YOUR ASSENT TO THESE TERMS, OR OTHERWISE ACCESSING OR USING THE SYSTEM, YOU AGREE TO THE TERMS OF THIS AGREEMENT ("Agreement") BETWEEN YOU AND FP MAILING SOLUTIONS ("FP" "we", "us" or "our"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT CLICK YOUR ASSENT TO THIS AGREEMENT AND YOU MAY NOT USE THE SYSTEM. THIS AGREEMENT REQUIRES YOU TO ARBITRATE DISPUTES, WAIVES YOUR RIGHT TO A JURY TRIAL, AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF – PLEASE READ IT CAREFULLY.

1. Scope of system.

The System is an online electronic signature service which allows customers to display, deliver, acknowledge, store and electronically sign contracts, notices, disclosures and other documents ("Documents"). A person signing a Document must either have a registered account on the System (an "Account") or have received a request for signature from a registered account holder on the System (a "Registered User"). Documents signed via the System include a digital audit trail that contains transaction history information ("Transaction Data") regarding certain events associated with a Document, such as date, time, and location when the following events occur - document uploaded, document viewed, document removed, document sent, document signed, decline to sign, signer email address updated, signer access code authenticated, and signature request cancelled.

2. Subscriptions.

The version of the System available for free use may not include or allow access to all functionality. Certain features of the System, including the ability to upload, manage and store Documents or to request signature of a Document by another party, require that you enter into a subscription with us (a "Subscription Plan"). The prices, features, and options of the System depend on the Subscription Plan selected. Your access to applicable features is for the length of your subscription (your "Subscription Term") and subject to payment of all applicable subscription fees presented to you when you subscribe or of which you are otherwise notified via the System or other method permitted in this Agreement ("Subscription Fees"). If your subscription to the System is bundled with other FP products or services (a "Bundled Plan") then your Subscription Term will be coterminous with the applicable term for the bundle and your Subscription Fees will be the bundled fees. During the Subscription Term, we will send and store Documents per the terms of this Agreement and the Subscription Plan to which you have subscribed, however, FP may set and enforce limits for reasonable use in order to prevent abusive or unduly burdensome use of the System. In the event of a conflict between the terms of this Agreement and the specific terms of a Subscription Plan, the terms of the Subscription Plan will control. FP does not represent or warrant that a particular Subscription Plan will be offered indefinitely and reserves the right to change the prices for or alter the features and options in a particular Subscription Plan for any Renewal Term as provided in Section 10.

3. Accounts.

You will need to create an Account in connection with your Subscription Plan. Your Account is intended for use only by you and your personnel who you authorize to use your Account (your "Users"). Usage by multiple Users may incur additional Subscription Fees in accordance with your Subscription Plan. You are responsible for maintaining the confidentiality of your usernames and passwords, and for all activities that occur under your Account. You must notify us immediately of any breach of security or unauthorized use of your Account. You are responsible for furnishing, at your expense, any computer, networking, telecommunications and other equipment necessary for you and your Users to access the Internet and connect to the System. We will not be responsible for equipment or network outages or problems relating to your premises, devices or infrastructure.

4. Grant of License.

Subject to the terms of this Agreement, FP grants you a limited, non-exclusive, non-transferable license to access and use the System only in accordance with and for the purposes set forth in this Agreement, including limitations based on your Subscription Plan type. Except as otherwise specifically provided herein, redistribution, retransmission, modification, framing, republication or commercial exploitation of the System or its contents are expressly prohibited without our written consent.

5. Content.

You are solely responsible for the Documents and other content that you and your Users upload or otherwise make available to or through the System (collectively, "Content"). You represent and warrant that (a) you have proper right and authorization to provide, distribute and use your Content and to authorize FP and users of the System to use your Content as necessary to operate the System; (b) you have the authority or have obtained the necessary permission to supply and store your Content for use with the System as described and contemplated in this Agreement, including making any necessary disclaimers and obtaining any necessary consents; (c) your Content does not violate any applicable law, regulation, proprietary right or custom; and (d) your Content is not infringing, defamatory, obscene, pornographic, threatening, harassing, abusive, illegal or otherwise improper. FP will assist law-enforcement officials investigating illegal activity or violations of this Agreement. Content also includes the Transaction Data associated with your Documents. As between FP and you, you will retain ownership of your Content as input into the System. You should retain copies of your Documents and other Content for backup and archival purposes. You hereby grant FP the irrevocable, perpetual, non-exclusive right to use, disclose and distribute your Content in connection with the operation of the System and to use and disclose your Content in accordance with Section 16, including the right to use and process Content in connection with delivering Documents and sharing Transaction Data with individuals who are authorized to view, approve or sign your Documents. You represent and warrant that you have the authority to grant the foregoing license to us.

6. Restrictions.

Except as explicitly permitted under the Agreement, you must not: (a) use the System in violation of any applicable law or regulation; (b) use the System in a manner that would cause a material risk to the security or operations of FP or any of its other customers; (c) disassemble, decompile, or reverse engineer the System; (d) redistribute, republish, sell, rent, lease, host, sub-license, or permit usage of the System on behalf of any third-party; (e) remove, obscure, or alter any proprietary notices in the System or its output; (f) circumvent, disable, or stress test any security or other technological features of the System; (g) use the System for any illicit, improper or unlawful purpose or to harass, stalk or harm any person; (h) access the System for the purpose of building a competitive product or service or copying or commercializing its features, content or user interface, including by screen scraping; or (i) access or use the System by means of any interfacing program, script, automated program, electronic agent or "bot" except as authorized in writing by us.



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7. Support and Availability.

We will provide our standard technical support services for the System ("Support") during your Subscription Term (if any). Support will consist of telephone and email support and Updates for the System. Access to telephone/email technical Support is provided during the hours of 9:00 AM (CT) and 5:00 PM (CT), Monday through Friday, excluding days designated as holidays observed by us. During your Subscription Term (if any) FP will use commercially reasonable efforts to cause the System to be continually accessible to you, except for scheduled maintenance and required repairs, and except for any interruption due to any force majeure event. We will make commercially reasonable attempts to notify Registered Users in advance of any scheduled maintenance, and make commercially reasonable efforts, consistent with the circumstances, to provide advance notice of emergency repairs. Notice of maintenance events may be made through the System and/or electronically using contact information provided by you. IN THE EVENT OF ANY INTERRUPTION IN OR INABILITY TO ACCESS TO THE SYSTEM, YOUR SOLE AND EXCLUSIVE REMEDY (AND OUR SOLE AND EXCLUSIVE LIABILITY THEREFOR) SHALL BE FOR FP TO USE COMMERCIALY REASONABLE EFFORTS TO RESUME ACCESS TO THE SYSTEM AS PROMPTLY AS PRACTICABLE, AND WE SHALL NOT HAVE ANY LIABILITY IN CONNECTION THEREWITH FOR ANY MONEY DAMAGES RESULTING FROM ANY SUCH CLAIMS. In no event will we have any responsibility for your inability to access the System due to issues arising from the hardware, systems, environment or networks of you or third parties.

8. Automatic Software Updates.

The System is regularly updated, patched and enhanced using a continuous delivery model ("Updates"). In some cases during your Subscription Term FP may deprecate, diminish, or remove certain features and functionality pursuant to an Update. If you object to an Update because it materially affects the usability or usefulness of the System to you, your sole remedy is to (a) stop using the affected parts of the System, or (b) terminate the Agreement, and we will promptly refund any unused, pre-paid Fees for the remaining portion of your current Subscription Term.

9. Changes to this Agreement.

FP may from time to time modify the terms of this Agreement by giving notice to you (either online via the System or via email or other method permitted in this Agreement). Such notice may include posting a revised version of this Agreement on our website at www.fp-sign.us/terms-of-use, please check that web page periodically for changes. If any modification affects you in a materially adverse manner, you may, as your sole remedy, terminate this Agreement in accordance with Section 8, and if your subscription is not a Bundled Plan then we will refund any unused, pre-paid Fees for the remaining portion of your current Subscription Term. If you do not exercise your termination right you will be deemed to have accepted the modification and YOUR USE OF ANY PART OF THE SYSTEM AFTER MODIFIED TERMS ARE POSTED OR OTHER CHANGE NOTIFICATION IS GIVEN SIGNIFIES YOUR ACCEPTANCE OF THE CHANGED TERMS.

10. Automatic renewal of subscription.

This Agreement shall be effective as of the date of activation of your subscription and remain in effect until your Subscription Plan expires or your use of the System ceases (including as a result of termination as provided in Section 11) whichever is later. Unless otherwise noted, upon completion of your current Subscription Term, your Subscription Plan will continue to automatically renew for additional periods equal to your prior Subscription Term (a "Renewal Term") unless, prior to the end of the current Subscription Term: (a) you terminate your subscription as provided in Section 11; (b) you set your subscription not to auto-renew by using the functionality available by logging into your Account; (c) we decline to renew your subscription; or (d) this Agreement is otherwise properly terminated as expressly permitted herein. If we notify you of modified Fees or terms for any upcoming Renewal Term, then the updated Fees and terms will apply to your Subscription Plan as of the start of the next Renewal Term unless you terminate this Agreement prior to such renewal.

11. Termination.

You may terminate your subscription at the end of the current Subscription Term by giving ten days' advance written notice to FP, unless your subscription is part of a Bundled Plan, in which case termination is subject to the terms and conditions applicable to termination of your Bundled Plan. If you wish to terminate, you must provide notice by contacting us using the functionality available by logging into your Account or by contacting us using the contact points below. If you purchased your Subscription Plan through an external service, such as an app store, you must use the tools made available by those services to manage and/or terminate your Subscription Plan. We may terminate this Agreement at any time by giving you 30 days' written notice (in the event of such a termination, we will repay any unused Fees pre-paid by you). Either party may also terminate this Agreement if the other party materially breaches any provision of this Agreement and such breach remains uncured for 20 days after notice thereof.

12. Effect of termination.

Upon termination of your Subscription Term you will lose access to features associated with your Subscription Plan. Upon expiration or termination of this Agreement, the rights and license granted under this Agreement shall immediately cease, and you and your Users will immediately cease use of the System. Your access to your Content via the System will terminate as of any such termination. We reserve the right in our discretion to delete any of your Content beginning 30 days after termination of this Agreement, but may retain your Content pursuant to the license granted in Section 5, subject to applicable law. The provisions of Sections 5, 6, 12, 14, 15, 16, 18, 19, 20, 21, 24 and 28 and any other provisions contained herein which by their nature or effect are required or intended to be observed after termination of this Agreement will survive the termination and remain binding.

13. Recurring fees.

Fees may apply to some parts, functionality or versions of the System ("Fees"). If Fees apply then you will be presented with or otherwise notified of the applicable Fees (either online via the System or via email or other method permitted in this Agreement) in connection with your selected Subscription Plan. When you purchase a Subscription Plan, you must provide accurate and complete information for a valid payment method that you are authorized to use. You will be billed for your Subscription Plan either through the payment method you provide, such as a credit card, or through an intermediary provider such as iTunes, Google Play, or a similar app store. If your subscription is part of a Bundled Plan then billing and payment is subject to the applicable terms and conditions of your Bundled Plan and all charges for the bundle (including charges for your Subscription Plan hereunder) may be consolidated on a single invoice. You must promptly notify FP of any change in your billing information and must update your Account with any changes related to your payment method. BY COMPLETING REGISTRATION FOR A SUBSCRIPTION PLAN, YOU AUTHORIZE FP OR ITS AGENT TO CHARGE YOUR PAYMENT METHOD ON A RECURRING PERIODIC BASIS ("AUTHORIZATION") FOR: (a) THE APPLICABLE SUBSCRIPTION PLAN FEES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF THE SYSTEM. The Authorization continues through the applicable Subscription Term and any Renewal Term(s), including with respect to any modified Fees for a Renewal Term as provided in Section 10, until you cancel your Subscription Plan as set forth in Section 11. YOUR PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.



14. Payment.

Overdue invoices are subject to interest of 1.5% (or the maximum allowed by law, whichever is less) for each month or part of a month past due. If Fees remain unpaid more than ten days after the applicable due date: (a) we will have the right to suspend your access to the System and/or lock your Account and access to your Content; and/or (b) treat such failure to pay as a material breach and/or seek legal remedies, including sending the unpaid amount to collections (you shall be responsible for paying all costs of collection, including any reasonable attorney fees). Fees do not include any sales, use, excise, import or export, value-added or similar tax or interest, and you will be responsible for paying any such amounts.

15. Storage and deletion.

You, through your Account, may retrieve and store copies of Documents for storage outside of the System at any time while your Account is active, and may delete or purge Documents from the System at Your discretion. Upon expiration of your Subscription Plan you may lose access to certain functionality associated with your Account and Content. In the event that your Subscription Plan or the Agreement is terminated (for any reason), we will, within five business days of your written request, make available one backup of your Content in our standard format – additional fees may apply to this copy request. You acknowledge and agree that we have no obligation to retain any of your Content that remains in our possession or control more than 30 days after termination of this Agreement, and after such period we may delete your Account and related Content, including without limitation Documents (whether complete or not). We may retain Transaction Data for as long as we have a business purpose to do so.

16. Data use and privacy policy.

“Personal Data” means any of your Content that can be used to identify a specific individual. “Anonymized Data” means data, including your Content, that is in an anonymous or de-identified form that does not specifically identify you, including data that has been aggregated from multiple sources as well as indicators, metrics, analytics or scores based on such aggregated data. Personal Data to which we have access is subject to FP’s Privacy Policy (found at www.fp-sign.us/privacy and hereby incorporated herein). You agree that FP may freely use Anonymized Data or statistical data relating to the System or its usage for its own business purposes (including for analysis, marketing, product improvement or promotional purposes) and may provide Anonymized Data to third parties for such purposes, without any compensation to you, and you hereby grant us any necessary rights to do so. FP reserves the right to disclose without notice to you any information in our possession if we believe we are required to do so by law, to protect or defend our rights or property, or to respond to an emergency. You understand and agree that your Content, including Personal Data, provided in connection with the System may be transferred across national boundaries and may be stored and processed in any of the countries in which FP or its service providers maintain operations, including, without limitation, the United States of America and Canada, and you consent to the transfer of your Content to such jurisdictions. In the event FP or its assets are sold, merged or otherwise involved in a corporate transaction, we may transfer your Content to our successor without your consent.

17. Data security.

We will maintain and take appropriate commercially reasonable security measures designed to prevent unauthorized access to the System and your Content, and maintain appropriate security measures to protect your Content consistent with applicable federal and state laws and industry standards. However, we are not responsible for any third party networks or systems over which your Content is transmitted including Wi-Fi or cellular networks. We cannot guarantee that unauthorized third parties will never be able to defeat our security measures or to use your Content or Personal Data for improper purposes. If we become aware of a security breach involving Personal Data on our systems, FP will make all legally required disclosures, consistent with our ability to determine the scope of the breach, our need to restore the integrity of the System, and the needs of law enforcement, and will assist you in complying with your obligations regarding any security breach.

18. Rights in system.

FP retains all right, title, and interest in and to the System and all related intellectual property rights, including without limitation any Updates, modifications, customizations or other add-ons and all data other than your Content. You acknowledge that the code, documentation, designs, data, technical info and other non-public and proprietary materials related to the System that are made available to you (“System Materials”) are confidential to FP. You agree to take measures to protect the confidentiality of the System Materials that, in the aggregate, are no less protective than those measures you use to protect the confidentiality of your own confidential information (in no event, less than commercially reasonable measures). You agree not to disclose the System Materials to anyone other than your Users and personnel who have a legitimate need to know such information in accordance with the license granted in this Agreement. You agree to use the System Materials only in connection with your use of the System as authorized herein. You hereby grant us an unrestricted, perpetual, irrevocable, transferable license to use any all suggestions or feedback provided by you with respect to the System (“Feedback”). FP shall be entitled to use, copy, modify, publish, or redistribute such Feedback for any purpose and in any way without any compensation or obligation to you.

19. Disclaimers.

You acknowledge that the System may use push or electronic notifications to send certain alerts or notices. FP SHALL NOT BE LIABLE FOR THE TRANSMISSION OF, OR ERRORS OR FAILURES IN TRANSMISSION OF, ANY PUSH OR ELECTRONIC NOTIFICATION OR ALERT, INCLUDING ANY LIABILITY FOR ANY UNWANTED, MISSED OR IGNORED PUSH OR ELECTRONIC NOTIFICATIONS OR ALERTS.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SYSTEM ON AN “AS-IS” AND “AS AVAILABLE” BASIS “WITH ALL FAULTS,” AND WE DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SYSTEM. WE MAKE NO WARRANTY THAT ANY PART OF THE SYSTEM WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE. USE OF THE SYSTEM IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND WE DISCLAIM) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR COMPUTER OR MOBILE DEVICE, RESULTING FROM YOUR USE OF THE SYSTEM. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS ARE LIMITED IN DURATION TO 30 DAYS FROM THE DATE OF FIRST ACCESS TO THE SYSTEM. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.



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20. Limitations of liability.

Nothing in this Agreement shall be construed to make FP a party to any Document processed through the System, and FP makes no representation or warranty regarding the transactions sought to be effected by any Document.

As between FP and you, you have exclusive control over and responsibility for the content, quality, and format of any Document. Documents stored by FP on the System are maintained in an encrypted form, and FP has no control of or access to their contents.

You understand that certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. FP is not responsible for determining whether any particular Document is (i) subject to an exception to any electronic signature laws; (ii) subject to any particular agency promulgations; or (iii) whether it can be legally formed by electronic signatures.

FP is not responsible for determining how long any contracts, documents, and other records are required to be retained or stored under any applicable laws or regulations.

Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more “consumers,” such as requirements that the consumer consent to the method of contracting or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. FP does not and is not responsible to: (i) determine whether any particular transaction involves a “consumer;” (ii) furnish or obtain any such consents or determine if any such consents have been withdrawn; (iii) provide any information or disclosures in connection with any attempt to obtain any such consents; (iv) provide legal review of, or update or correct any information or disclosures currently or previously given; (v) provide any such copies or access, except as expressly provided as part of the normal operation of the System for all transactions, consumer or otherwise; or (vi) otherwise to comply with any such special requirements. You undertake to determine whether any “consumer” is involved in any Document presented by your Users for processing, and, if so, to comply with all requirements imposed by law on such Documents or their formation.

You are solely responsible for the accuracy and appropriateness of instructions given to FP by you and your personnel in relation to the System, including without limitations through your Account.

FP assumes no liability or responsibility for a party’s failure or inability to electronically sign any Documents using the System.

Nothing in this Agreement including this Section 20 shall attempt to exclude liability that cannot be excluded under applicable law. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (i) FP AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA, LOST USE, OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE SYSTEM OR YOUR CONTENT, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (ii) FP’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, THE SYSTEM OR YOUR CONTENT, WHETHER IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (i) THE FEES ACTUALLY PAID BY YOU TO US FOR THE PART OF THE SYSTEM AT ISSUE IN THE PRIOR 6 MONTHS, OR (ii) \$100. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR OTHER RIGHTS, SO THE FOREGOING PROVISIONS OF THIS AGREEMENT MAY NOT APPLY TO YOU. This allocation of risk in this Section is an essential element of the basis of the bargain between the parties and the foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

21. Indemnity

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless FP and its affiliates and their directors, officers, employees and agents with respect to any losses, damages, liabilities, costs (including reasonable attorneys’ fees) (“Losses”) to the extent resulting from any third-party claim, suit, action, or proceeding (“Claim”) relating to: (i) your Account; (ii) your Content; (iii) your Users; (iv) your breach of this Agreement or of your obligations under this Agreement; (v) your reliance on, use of, or misuse of, or inability to use any part of the System or Content; (vi) your violation of any applicable law or regulation or of any rights of another person or entity; (vii) your negligence, acts or omissions, or (viii) any liability disclaimed by us in this Agreement.

Except to the extent you have agreed to indemnify FP under Section 21(a), FP will indemnify, defend, and hold harmless, you and your partners, directors, officers, employees and agents with respect to any Losses resulting from any Claim that the System infringes any copyright, patent, trademark, trade secret or other intellectual property right of any third party (an “Infringement Claim”); provided, however, that we will have no such indemnification obligation to the extent that any Infringement Claim is based on or related to (a) your Content, (b) use of the System in a manner not specified in relevant documentation or in violation of this Agreement, or (c) the combination of the System with other programs, software, data, hardware, services or materials not provided or approved by us. If your use of the System is enjoined by reason of an Infringement Claim, FP’s sole obligation shall be to either (i) procure the right for you to continue using the System, or (ii) replace or modify the components of the System subject to the claim with non-infringing components of substantially equivalent functionality, and if neither (i) nor (ii) are available on a commercially reasonable basis, we will refund any unused, pre-paid Fees for the remaining portion of your current Subscription Term, and this Agreement shall terminate without any further liability of FP. The foregoing states the entire liability of FP with respect to any Infringement Claim, and you hereby expressly waive any other liabilities.

A party seeking indemnification (an “Indemnified Party”) will promptly notify the other party (the “Indemnifying Party”) upon the assertion of any Claim that is or may be covered by the indemnities in this Agreement; provided, that an Indemnifying Party will not be relieved of its indemnity obligations for the Indemnified Party’s failure to notify unless it can demonstrate that it was substantially prejudiced by such failure. The Indemnifying Party shall have the authority to assume the sole defense through its own counsel of any matter for which it acknowledges its indemnification obligations hereunder and to compromise or settle any suits so far as such suits may be compromised or settled without prejudice to any rights or interests of the Indemnified Party. The Indemnified Party shall cooperate with the Indemnifying Party in such defense in all reasonable respects, at no cost to the Indemnified Party, provided that the Indemnified Party may be represented by and actively participate through its own counsel in any suit or proceeding being controlled by the Indemnified Party at the Indemnified Party’s expense. We reserve the right, at our expense, to assume the defense and control of any Claim subject to indemnification by you.



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22. Force majeure.

Neither party shall be responsible for delays or failures in performance (other than payment obligations) resulting from acts or circumstances beyond the control of such party, including without limitation acts of God, strikes or other labor disputes, riots, acts of war, malfunction of portions of the Internet or another third party network, governmental regulations promulgated after the effective date of this Agreement, communication line, power or equipment failures, fires or other disasters, and acts of third parties, including hackers; provided that such party uses commercially reasonable efforts to, as soon as reasonably practicable, mitigate and correct such failure or delay in performance.

23. Export compliance.

The System and related technology are subject to the export or import regulations of the U.S. and other countries. You agree that you will not export, re-export, or provide access to the System to any country, person, entity, or end user subject to U.S. or other applicable export restrictions. You agree to strictly comply with all applicable export and embargo laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, import or otherwise access the System from all countries, as may be required.

24. Governing law & Mandatory Arbitration.

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH FP AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. This Agreement will be interpreted and governed by the laws of Illinois, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. To the fullest extent permitted by law, any controversy or claim arising out of or relating to the System or this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof (except that you may assert claims in small claims court if your claims qualify, and you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights). The Federal Arbitration Act and federal arbitration law apply to the enforcement of this agreement to arbitrate. TO THE FULLEST EXTENT PERMITTED BY LAW WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. If for any reason a claim proceeds in court (other than small claims court) rather than in arbitration we each waive any right to a jury trial and irrevocably consent to the exclusive jurisdiction of the courts located in Illinois in connection with any such action.

25. Assignment.

Neither the rights nor the obligations arising under this Agreement are assignable by you, and any such attempted assignment shall be void and without effect. FP may assign, delegate or transfer its rights and obligations under this Agreement to another party that has the appropriate means for fulfilling such rights or obligations without prior written notice to, or consent of, you. Subject to the foregoing, this Agreement shall bind each party and its permitted successors and assigns.

26. Notices.

Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, transmitted via e-mail, or mailed by certified mail (postage pre-paid, return receipt requested), and addressed (a) to us at info@fp-sign.us or FP USA, 140 N Mitchell Ct Ste. 200, Addison, IL 60101-7200; or (b) to you using the contact information that you have supplied to us in connection with your Account or use of the System. In addition, you agree that we may send you such notices or other communications or agreements that we provide in connection with the System ("Communications"), including Communications related to our delivery of the System services, renewal, payments, and your purchase of a Subscription Plan, through the System or via other electronic means, including by e-mail, text, in-app notifications, or by posting the notice on our website at www.fp-sign.us. You agree that all Communications we provide to you electronically satisfy any legal requirement that such Communications be in writing or be delivered in a particular manner and you agree to keep your Account contact information current.

27. Severability and waiver.

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. All waivers by FP will be effective only if in writing. Any waiver or failure by FP to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

28. General.

The parties are independent contractors. This Agreement shall not cause the parties to be principal and agent, partners, joint ventures, or employer and employee. You acknowledge that any actual or threatened breach of Section 4, 6 or 18 of this Agreement will constitute immediate, irreparable harm to us for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. No amendment to this Agreement will be valid unless it is in writing signed by the parties. This Agreement and its incorporated documents constitutes the entire, full and complete agreement between the parties concerning the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties, and this Agreement prevails over any conflicting or additional terms of any quote, order, purchase order, acknowledgment, or other communication between the parties relating to its subject matter; provided that nothing in this Agreement shall affect, limit or override any applicable terms or conditions relating to a Bundled Plan with respect to the other bundled products and services.