

## Fax-to-Email End-User License Agreement

This Agreement that governs the terms and conditions of your use of the Fax-to-Email Services is between the End-User and Gotfax.com.

This Agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by GotFax.com constitutes the entire agreement between GotFax.com and the End-User regarding the Fax-to-Email Services, and supersedes all prior agreements between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, "Fax-to-Email Services" are set out below in Section 1. By using the Fax-to-Email Services, you confirm your acceptance of, and agree to be bound by, this Agreement.

### 1. Fax-to-Email Services.

The Fax-to-Email Service includes: (i) use of a toll-free telephone number, that provides for the delivery of faxes to email in the volumes described below (see the Fair Usage Policy in Section 2, below); and (ii) outbound faxing from the online Fax Management Interface.

### 2. Fax-to-Email Service Usage.

The terms of use for the Fax-to-Email service are described below:

- a. **Fax-to-Email Toll-Free Service Usage.** As a Toll-Free End-User, you will receive a toll-free fax number from which you may receive faxes. You will be charged a monthly usage fee (as set forth on [www.gotfax.com](http://www.gotfax.com)) based on the combined number of fax pages sent and received according to your subscribed plan. Additional pages both sent and received above your subscribed plan's monthly allotment will be charged per page at the overage rate displayed on [www.gotfax.com](http://www.gotfax.com). You will have the option to send faxes via the online fax management interface and to subscribe for additional services at [www.gotfax.com](http://www.gotfax.com), subject to the terms and conditions of this Agreement

### 3. Storage of Faxes.

While you receive Fax-to-Email services, GotFax.com will store fax messages sent and or received through your Fax-to-Email online interface for a period of 30 days, measured from the date of receipt of each fax. These faxes are accessible through the online Fax Management Interface. You acknowledge that GotFax.com may change its practices and limitations concerning storage of fax messages, including without limitation, the maximum number of days that faxed messages will be retained, the maximum number of messages stored at any one time, and the maximum storage space that will be allotted on GotFax.com's servers on your behalf, at any time. You further agree that GotFax.com has no responsibility or liability whatsoever for the deletion or failure to store any fax messages and/or other communications maintained or transmitted by the Service.

#### **4. Privacy Policy.**

GotFax.com is dedicated to establishing trusting relationships with its customers, based on respect for personal identity and information.

If we decide to change our privacy practices, we will post those changes in our Privacy Policy, and other places we deem appropriate, so our customers are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We will use information in accordance with the Privacy Policy under which the information was collected.

#### **5. End-User Responsibilities.**

You are fully responsible for the contents of your transmissions through the Fax-to-Email Services. GotFax.com simply acts as a passive conduit for you to send and receive information of your own choosing. However, GotFax.com reserves the right to take any action with respect to the Fax-to-Email Services that GotFax.com deems necessary or appropriate in its sole discretion if GotFax.com believes you or your information may create liability for Fax-to-Email, compromise or disrupt the Fax-to-Email Services for you or other customers, or cause GotFax.com to lose (in whole or in part) the services of GotFax.com's ISPs or other suppliers. Your use of the Fax-to-Email Services is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising). You agree: (1) to comply with all laws regarding the transmission of technical data exported from any country through the Fax-to-Email Services; (2) not to use the Fax-to-Email Services for illegal purposes; (3) not to interfere or disrupt networks connected to the Fax-to-Email Services; (4) to comply with all regulations, policies and procedures of networks connected to the Fax-to-Email Services; (5) not to use the Fax-to-Email Services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (6) not to transmit through the Fax-to-Email Services any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. The Fax-to-Email Services make use of the Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures. You agree not use or reference the Fax-to-Email Services for chain letters, junk fax or junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process, and further agree not to attempt to gain unauthorized access to other computer systems. You shall not interfere with another End-User's use and enjoyment of the Fax-to-Email Services or another entity's use and enjoyment of similar services.

You must (a) obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use the Fax-to-Email Services; (b) be responsible for all charges resulting from use of the Fax-to-Email Services,

including unauthorized use prior to your notifying GotFax.com of such use and taking steps to prevent its further occurrence.

## **6. Unsolicited Fax Advertisement/Spam Drop-Box Policy.**

- a. **Unsolicited Fax Advertisement Policy.** The transmission of unsolicited fax advertisements is illegal in the United States under the Federal Telephone Consumer Protection Act (<http://ftp.fcc.gov/cgb/consumerfacts/unwantedfaxes.html>) and is also illegal under the laws of a number of other countries, states and provinces. Distribution of unsolicited fax advertisements through the Fax-to-Email Services is prohibited.

If you believe that you are in receipt of an unsolicited fax advertisement, we ask that you take the following two steps:

1. If the fax contains a telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional junk faxes, please do so; and
2. Please forward the spam fax by email to [abuse@megawebservers.com](mailto:abuse@megawebservers.com) to file a complaint with the sender by inserting the required information (fax number received from and date received) and including a copy of the offending fax.

You hereby acknowledge and agree that GotFax.com, as owner of all Fax-to-Email Numbers, has any and all rights to assert any and all legal claims available against any third party as a result of your receipt of any unsolicited faxes, including but not limited to claims under the Telephone Consumer Protection Act of 1991, and to the extent you do have any rights to bring any such claims, you hereby assign any and all such rights to GotFax.com.

Because our Fax-to-Email Numbers may be reassigned to other customers in the event your account is canceled, and to ensure the best possible service for all customers, you are not permitted to "opt in" to receive spam faxes on your Fax-to-Email Number.

- b. **Spam Drop-Box Policy.** GotFax.com does not permit its End-Users to use their Fax-to-Email Number as a "drop-box" for responses to email or fax spam offers. If you believe you are in receipt of email or fax spam that uses an Fax-to-Email Number as a "drop-box" for responses, we ask that you take the following steps:
  1. If the email or fax contains an email address, telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional messages, please do so.
  2. If you are unable to successfully "unsubscribe," please forward the offending email to [abuse@megawebservers.com](mailto:abuse@megawebservers.com). We will investigate your complaint and determine if the fax/voicemail number referenced in the spam email or spam fax is an Fax-to-Email Number. If it is, we will

attempt to contact the customer and, if necessary and appropriate, terminate their Fax-to-Email Service.

## **7. Termination.**

You may terminate the Fax-to-Email Services at any time, for any reason, provided that (i) you will not receive a refund for any Fax-to-Email Services paid in advance, and (ii) any such notice by you to GotFax.com must be in accordance with GotFax.com's verification procedures, as such procedures may be established and changed by GotFax.com from time to time in its sole discretion, and which may include the requirement that you contact GotFax.com by phone to confirm that any such notice was in fact sent by you. GotFax.com also reserves the right to terminate or suspend your Fax-to-Email Services without prior notice, provided that GotFax.com will attempt to confirm such termination or suspension by subsequent notice.

## **8. End-User Representations.**

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You agree to be financially responsible for your use of the Fax-to-Email Services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

## **9. Modifications to End-User Agreement.**

GotFax.com may automatically amend this Agreement at any time by (a) posting a revised Fax-to-Email End-User Agreement on the GotFax.com Website, and/or (b) sending information regarding the amendment to the email address you provide to GotFax.com. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE GOTFAX.COM WEBSITE TO OBTAIN TIMELY NOTICE OF SUCH AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE FAX-TO-EMAIL SERVICES AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** Otherwise, this Agreement may not be amended except in writing signed by both you and GotFax.com.

## **10. Modifications to the Fax-to-Email Services.**

GotFax.com reserves the right to modify or discontinue any of the Fax-to-Email Services with or without notice to you. GotFax.com shall not be liable to you or any third party should GotFax.com exercise its right to modify or discontinue the Fax-to-Email Services.

## **11. Member Account, PIN, and Security.**

As part of the registration process, you will be required to provide an email address and select a password. Once you become a registered user, your Fax-to-Email Number will be

automatically sent to you by email and accessed through the Fax-to-Email administrative control panel. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify GotFax.com of any unauthorized use of your account or any other breach of security known to you.

## **12. Disclaimer of Warranties and Limitation of Liability.**

- a. THE FAX-TO-EMAIL AND ALL OTHER GOTFAX.COM SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND NEITHER GOTFAX.COM NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. GOTFAX.COM DOES NOT WARRANT THAT ACCESS TO OR USE OF SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT GOTFAX.COM SOFTWARE OR SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. GOTFAX.COM AND EACH OF ITS LICENSORS AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY.
- b. YOUR USE OF THE FAX-TO-EMAIL AND ALL OTHER GOTFAX.COM SOFTWARE AND SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES OR OTHER MATERIAL (INCLUDING GOTFAX.COM SOFTWARE) OBTAINED EITHER DIRECTLY OR INDIRECTLY FROM THE FAX-TO-EMAIL SERVICE . YOU AGREE THAT NEITHER GOTFAX.COM NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS WILL BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE FAX-TO-EMAIL SERVICE OR ANY OTHER GOTFAX.COM SOFTWARE OR SERVICES, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF GOTFAX.COM OR ANY SUCH LICENSOR OR SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE ENTIRE LIABILITY OF GOTFAX.COM AND ITS LICENSORS AND SERVICE PROVIDERS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE FAX-TO-EMAIL SERVICE AND ANY OTHER GOTFAX.COM SERVICES AND SOFTWARE OR ANY BREACH OF THIS AGREEMENT ARE LIMITED TO THE LESSER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SOFTWARE OR SERVICES IN THE THREE (3) MONTHS PRECEDING THE DATE OF YOUR CLAIM OR (II) U.S.\$100.00. YOU HEREBY RELEASE GOTFAX.COM AND EACH OF ITS LICENSORS AND SERVICE PROVIDERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE

LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

- c. NEITHER GOTFAX.COM NOR ANY OF ITS LICENSORS OR SERVICE PROVIDERS SHALL BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES OUTSIDE OF GOTFAX.COM' OR ANY SUCH LICENSOR'S OR SERVICE PROVIDER'S CONTROL WHICH COULD LEAD TO THE INTERRUPTION OF DATA DELIVERY SERVICE TO THE CUSTOMER'S EMAIL ADDRESS, PAGER, TELEPHONE OR ANY OTHER RECEIVING DEVICES OR THIRD-PARTY DATA STORAGE AND/OR DELIVERY SERVICES.
- d. YOU WILL NOT RELY ON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, MADE BY ANY PERSON OTHER THAN AN AUTHORIZED OFFICER OF GOTFAX.COM, IN EVALUATING THE FAX-TO-EMAIL SERVICE OR ANY OTHER SERVICES AND/OR PRODUCTS OF GOTFAX.COM .

### **13. Charges.**

- a. You agree to pay all charges for your use of the Fax-to-Email Services at the prices then in effect for your country of residence. GotFax.com reserves the right to charge value-added, sales or other taxes on the Fax-to-Email Services as it deems appropriate and GotFax.com reserves the right to change prices or institute new charges for access to or use of the Fax-to-Email service. All changes will be posted by GotFax.com at the GotFax.com Website and you are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of, or non-termination of the Fax-to-Email Services after changes are posted constitutes your acceptance of the prices as modified by the posted changes.
- b. Payment of your Fax-to-Email Services balance is due monthly.
- c. Charges are to be paid on a monthly basis in the currency in which you were charged or billed. If your payment method is credit card and payment is not received by GotFax.com from the card issuer or its agents, you agree to pay all amounts due upon demand by GotFax.com. Each time you use the Fax-to-Email Services, or allow or cause the Fax-to-Email Services to be used, you agree and reaffirm that GotFax.com is authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with the Fax-to-Email service, and you must refer to such agreement (not this Agreement) with respect to your rights and liabilities as a cardholder. You agree that GotFax.com may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that GotFax.com may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your card issuer.
- d. Your activation fee and monthly service fees are payable in advance and are COMPLETELY NON-REFUNDABLE. You agree that GotFax.com may submit

charges for your monthly service fee each month, without further authorization from you, until you provide prior notice (in accordance with GotFax.com's verification procedures, as may be established by GotFax.com from time to time in its sole discretion) that you have terminated this authorization or wish to change your designated card. Such notice will not affect charges submitted before GotFax.com reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact GotFax.com's End-User Service Department within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by GotFax.com in accordance with this Agreement.

- e. You must promptly notify GotFax.com of changes to: (a) the account number or expiration date of your designated card; (b) your billing address; and (c) the name of each minor whom you have authorized to use your Fax-to-Email Services. You must also promptly notify GotFax.com if your card is canceled (e.g., for loss or theft).

#### **14. Payment.**

GotFax.com reserves the right to suspend or terminate your Fax-to-Email Services without notice upon rejection of any card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to GotFax.com when GotFax.com believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available.

#### **15. Ownership.**

- a. All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Fax-to-Email Service are wholly owned by GotFax.com and/or its licensors and service providers except where expressly stated otherwise.
- b. YOU FURTHER UNDERSTAND AND AGREE THAT YOU ARE NOT THE OWNER OF ANY FAX-TO-EMAIL NUMBER ASSIGNED TO YOU BY GOTFAX.COM. OWNERSHIP OF ANY SUCH FAX-TO-EMAIL NUMBER IS VESTED SOLELY IN GOTFAX.COM (WHICH WILL ASSIGN SUCH NUMBER TO YOU FOR YOUR USE DURING THE TERM OF THIS AGREEMENT). YOU UNDERSTAND AND AGREE THAT FOLLOWING THE TERMINATION OF YOUR FAX-TO-EMAIL SERVICES FOR ANY REASON, SUCH FAX-TO-EMAIL NUMBER MAY BE RE-ASSIGNED IMMEDIATELY TO ANOTHER CUSTOMER, AND YOU AGREE THAT GOTFAX.COM WILL NOT BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF ANY SUCH RE-ASSIGNMENT, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT TO ANY SUCH RE-ASSIGNMENT, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF GOTFAX.COM HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
- c. YOU FURTHER UNDERSTAND AND AGREE THAT GOTFAX.COM MAY FROM TIME TO TIME NEED TO CHANGE THE FAX-TO-EMAIL NUMBER

ASSIGNED TO YOU (WHETHER DUE TO AN AREA CODE SPLIT OR ANY OTHER REASON WHETHER OUTSIDE OR WITHIN GOTFAX.COM' CONTROL). YOU AGREE THAT GOTFAX.COM WILL NOT BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF ANY SUCH CHANGE IN THE FAX-TO-EMAIL NUMBER ASSIGNED TO YOU, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT TO ANY SUCH CHANGE, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF GOTFAX.COM HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

- d. IN PARTICULAR, YOU AGREE THAT YOU ARE NOT AUTHORIZED TO CHARGE SERVICES PROVIDED TO YOU OR AT YOUR REQUEST TO THE FAX-TO-EMAIL NUMBER ASSIGNED TO YOU BY GOTFAX.COM AND THAT YOU WILL NOT REQUEST OR OTHERWISE CAUSE ANY THIRD-PARTY SERVICE PROVIDER TO CHARGE ANY SUCH SERVICES TO SUCH NUMBER. ANY SUCH CHARGES WILL GIVE GOTFAX.COM THE RIGHT TO IMMEDIATELY TERMINATE YOUR FAX-TO-EMAIL SERVICES WITHOUT NOTICE.

## **16. Indemnification.**

You agree to indemnify GotFax.com and each of its licensors and service providers from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims based upon your use of Fax-to-Email Services, including any violation of this Agreement by you or any other person using your account, any claim of libel, defamation, violation of rights of privacy or publicity, any loss of service by other customers, any infringement of intellectual property or other rights of any third parties, and any violation of any laws or regulations, including but not limited to any violation of any laws or regulations prohibiting transmission of unsolicited faxes.

## **17. Fax-to-Email Services are NOT for Resale.**

Your right to use the Fax-to-Email Services is personal to you. You may be either an individual or a corporation or business entity, but you agree not to resell the Fax-to-Email Services in anyway.

## **18. Notices; Consent.**

Notices given by GotFax.com to you will be given by email or by a general posting on the GotFax.com Website, or by conventional mail. In any matter requiring GotFax.com's prior consent, such consent will be considered given only if made in the foregoing manner by an authorized representative of GotFax.com. Notices given by you to GotFax.com must be given by email or by conventional mail (subject, however, to GotFax.com's verification procedures, as may be established by GotFax.com from time to time in its sole discretion, and which may include the requirement that you contact GotFax.com by phone so as to confirm that any such notice was in fact sent by you). Notices to GotFax.com by conventional mail must be sent to GotFax.com.



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