

Terms of Service

Terms of Service eWorkForms

This constitutes the small print that is important to know and understand. Please read these Terms of Service (the "Agreement" or the "Terms") carefully as it governs and forms a contract between you and eWorkForms. It also guides and governs your use of (i) the hosted storage solution provided by eWorkForms for online storage, sharing and processing of files, materials, data, text, audio, video, images, GPS information or other content (collectively, "Content"); (ii) software provided or made available by eWorkForms (the "Software"); (iii) the eWorkForms and eWorkForms managed websites or applications; and, (iv) any written or electronic use or features guides or other documentation provided or made available by eWorkForms (the "User Guides") (collectively all of the above "Service(s)").

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BUTTON INDICATING YOUR ACCEPTANCE, SIGNING THE BELOW SIGNATURE BLOCK, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. UNLESS YOU OR YOUR ORGANIZATION HAS A SEPARATE AGREEMENT IN PLACE WITH EWORKFORMS, IN WHICH EVENT THE TERMS OF THAT CONTRACT CAN GOVERN THE USE OF THE SERVICE. 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 AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Have any questions regarding these Terms? Please contact support@EWorkForms.com.

This Agreement was last updated on October 1, 2018. It is effective between you and us as of the date of you accepting this Agreement.

Please note that eWorkForms doesn't provide warranties for the services. This Agreement also limits our liability to you. For further details read below.

1. CHANGES TO THESE TERMS

We reserve the right to revise this agreement from time to time. We will date and post the most current version of these terms on the eWorkForms website. Any changes will be effective upon posting the revised version of these Terms on the Service (or such later effective date as may be indicated at the top of the revised Terms). If in our sole discretion we deem a revision to these Terms to be material, we will notify you via the Service and/or by email to the email address associated with your account. Notice of other changes may be provided via www.eWorkForms.com (the "Site"). Therefore, we encourage you to check the date of these Terms whenever you visit the Site to see if these Terms have been updated. Your continued access or use of any portion of the Service constitutes your acceptance of such changes. If you don't agree to any of the changes, we're not obligated to keep providing the Service, and you must cancel and stop using the Service.

2. ACCESS TO THE SERVICE

You may use the Services, on a non-exclusive basis, solely in strict compliance with these Terms and all applicable laws.

3. YOUR ACCOUNT

To obtain access to certain Services, you may be required to obtain an account (free or otherwise) with eWorkForms (become a "Registered Subscriber"), this will include confirming or entering certain key data elements into the

Software. This may include entering an email address, accurate phone number and password. When registering with eWorkForms you must: (a) provide true, accurate, current and complete information about yourself as requested by the Service's various registration forms (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. eWorkForms may withdraw such approval at any time in its sole discretion, with or without cause.

Only you may use your eWorkForms account. You must keep your account and passwords confidential and not authorize any third party to access or use the Service on your behalf, unless we provide an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Service. You are responsible for all activities that take place with your account. eWorkForms will not be liable for any loss or damage arising from any unauthorized use of your accounts.

If a third party such as an employer, government organization, educational facility gave you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store Content in your account. If you are an individual Registered Subscriber of the Service, and the domain of the primary email address associated with your account is owned by an organization and was assigned to you as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between eWorkForms and such organization and controlled by such organization.

4. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION.

By registering with EWorkForms, you understand that we may send you communications or data regarding the Services, including but not limited to (a) notices about your use of the Services, including any notices concerning violations of use, (b) updates, and (c) promotional information and materials regarding eWorkForms's or in some cases our direct partners' products and services, via electronic mail. We give you the opportunity to opt-out of receiving electronic mail from us by following the opt-out instructions provided in the message.

5. CONTENT

Except for material that we license to you, or is available via the eWorkForms Application Store, we don't claim ownership of any Content that is transmitted, stored, or processed in your account(s). We also don't control, verify, or endorse the Content that you and others make available on the Service.

We provide functions that allow you to control who may access your Content. If you enable the features that allow you to share the Content with others, anyone you've shared content with (including the general public, in certain circumstances) may have access to your Content.

You hereby grant eWorkForms and its contractors the right, to use, modify, adapt, reproduce, distribute, display and disclose Content posted on the Service solely to the extent necessary to provide the Service or as otherwise permitted by these Terms.

eWorkForms does not validate the reliability of the accuracy of the Content / eWorkForms Applications available in the eWorkForms Application Store/Google play/App store.

You represent and warrant that: (a) you have all the rights in the Content necessary for you to use the Service and to grant the rights in this Section; and, (b) the storage, use or transmission of the Content doesn't violate any law or these Terms.

You will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; (c) promptly handle and resolve any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (d) maintain appropriate security, protection and

backup copies of the Content, which may include, your use of additional encryption technology to protect the Content from unauthorized access. eWorkForms will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store or encrypt any Content.

You must immediately notify eWorkForms in writing of any unauthorized use of any (a) Content (b) any account or (c) the Service that comes to your attention. In the event of any such unauthorized use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorized use. You will provide eWorkForms with such cooperation and assistance related to any such unauthorized use as eWorkForms may reasonably request.

6. CONTENT STORAGE LOCATION

The Service is provided from the Switzerland or an EU country. By using and accessing the Service, you understand and consent to the storage and processing of the Content and any other personal information in the Switzerland or an EU country. eWorkForms reserves the right to store and process personal information outside of the Switzerland or an EU country and will use commercially reasonable efforts to provide you with at least 90 days notice of any such changes in the processing location. In some situations, as provided directly from an authorized eWorkForms partner, predominant data storage and processing will be maintained via the Switzerland or an EU country or other noted regional location.

7. SUSPENSION AND TERMINATION OF CUSTOMER'S USE OF THE SERVICE

We reserve the right, to temporarily suspend or terminate your access to the Service at any time in our sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, we may suspend or terminate your access to or use of the Service for: (a) the actual or suspected violation of these Terms; (b) the use of the Services in a manner that may cause eWorkForms to have legal liability or disrupt others' use of the Services; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If, in eWorkForms's determination, the suspension might be indefinite and/or eWorkForms has elected to terminate your access to the Service, eWorkForms will use commercially reasonable efforts to notify you through the Service. You acknowledge that if your access to the Service is suspended or terminated, you may no longer have access to the Content that is stored with the Service.

Upon termination by eWorkForms, for reasons other than cause, or at your direction, you may request access to your Content, which we may make available for an additional fee. You must make such request with thirty (30) days following termination. Otherwise, any Content you have stored with the Service may not be retrievable, and we will have no obligation to maintain any data stored in your account.

In addition to other termination provisions, if your account is not currently subject to a paid subscription plan with us, we at our discretion may terminate your account if: (a) you do not engage in any activity in your account within thirty (30) days after becoming a Registered Subscriber, or (b) you do not engage in any activity in your account for any period of one-hundred and twenty (120) consecutive days. In the event of such termination, any Content you may have stored may be lost.

8. ACCEPTABLE USE

You must not use the Service to harm others or the Service. For example, you must not use the Service to harm, threaten, or harass another person, organization, or eWorkForms and/or to build a similar service or website. You must not: damage, disable, overburden, or impair the Service (or any network connected to the Service); resell or redistribute the Service or any part of it (Unless you have been given permission from eWorkForms to do so); use any unauthorized means to modify, reroute, or gain access to the Service or attempt to carry out these activities; or use any automated process or Service (such as a bot, a spider, or periodic caching of information stored by

eWorkForms) to access or use the Service. In addition, you promise that you will not and will not encourage or assist any third party to:

- (a) modify, alter, tamper with, repair or otherwise create derivative works of any Software except modifying using the Software, eWorkForms applications found in the eWorkForms Application Store/google play/ Apple store;
- (b) reverse engineer, disassemble or decompile the software used to provide or access the Service, including the Software, or attempt to discover or recreate the source code used to provide or access the Service, except and only to the extent that the applicable law expressly permits doing so or as allowed or capable within the eWorkForms Application Store/google play/ Apple store;
- (c) use the Service in any manner or for any purpose other than as expressly permitted by these Terms, the Privacy Policy, any User Guides or any other policy, instruction or terms applicable to the Service that are available on the Service ("Policies");
- (d) sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
- (e) remove, obscure or alter any proprietary rights notice pertaining to the Service;
- (f) access or use the Service in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas. This includes abusing the Service by signing up for one paid subscription and in turn giving other non-registered subscribers access to using the Service;
- (g) use the Service to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) advertise or promote a commercial product or service that is not available through eWorkForms unless you are an authorized eWorkForms sales associate or partner account is subject to a small office, home office, business or enterprise subscription;
- (iv) store or transmit inappropriate Content, such as Content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) that violates the intellectual property rights or rights to the publicity or privacy of others; (4) store or transmit any Content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (5) abuse, harass, stalk or otherwise violate the legal rights of a third party;
- (h) interfere with or disrupt servers or networks used by eWorkForms to provide the Service or used by other users to access the Service, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any Software or the Service;
- (i) access or attempt to access eWorkForms other accounts, computer systems or networks not covered by these Terms, through password mining or any other means;
- (j) cause, in eWorkForms sole discretion, inordinate burden on the Service or eWorkForms system resources or capacity; or
- (k) share passwords or other access information or devices or otherwise authorize any third party to access or use the Software or the Service. Your account is your own, giving others access to the account you signed up for, unless specifically approved by eWorkForms, is not authorized.

eWorkForms reserves the right, in its sole discretion, to deactivate, change and/or require you to change your eWorkForms user ID (email address used for account access) and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services for any reason or for no reason. eWorkForms may exercise such right at any time, with or without prior notice. We will make all judgments concerning the applicability of these guidelines in our sole and exclusive discretion. We reserve the right, in its sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance will not dictate

or limit our response to a future complaint. We will not assume or have any liability for any action or inaction with respect to any Content.

9. UPDATES TO THE SERVICE

eWorkForms reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service at any time. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

10. SOFTWARE

If you receive Software from us, its use is governed in one of two ways: If you're presented with license terms that you must accept in order to use the Software, those terms apply; if no license is presented to you, these Terms apply. We reserve all other rights to the Software.

We may automatically check your version of the Software. We may also automatically download to your computer or device new versions of the Software.

Any Software is licensed, not sold. Unless we notify you otherwise, the Software license ends when your Service ends. You must then promptly uninstall the Software, or we may disable it. You must not work around any technical limitations in the Software.

11. THIRD PARTY SERVICES AND CONTENT

All transactions using eWorkForms services are between the transacting parties only. The Services may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including Web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole; you acknowledge that we are not responsible for such content or services. We may also provide some content to you as part of the Services. However, eWorkForms is not an agent of any transacting party, nor or we a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third-party. Similarly, we are not responsible for any third-party content you access with the Services, and you irrevocably waive any claim against us with respect to such sites and third-party content. eWorkForms shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You are solely responsible for your dealings with any third party related to the Services, including the delivery of and payment for goods and services. Should you have any problems resulting from your use of any third-party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible unless the problem was the direct result of our breaches.

Certain applications were built by 3rd parties and if you download an application from the eWorkForms Application Store your name, company name, number of users and basic contact information may be available to that third-party provider. eWorkForms administrative subscribers have the right to turn on further access to their account from these same third-parties in order to help them manage their accounts.

12. EWORKFORMS PROPRIETARY RIGHTS

As between eWorkForms and you, eWorkForms or its licensors own and reserve all right, title and interest in and to the Service and all hardware, software and other items used to provide the Service, other than the rights explicitly granted to you to use the Service in accordance with this Terms. No title to or ownership of any proprietary rights related to the Service is transferred to you pursuant to these Terms. All rights not explicitly granted to you are reserved by eWorkForms. In the event that you provide comments, suggestions, paid enhancements to the Service as part of a statement of work, or recommendations to eWorkForms with respect to the Service (including, without

limitation, with respect to modifications, enhancements, improvements and other changes to the Service) (collectively, "Feedback") or where you choose to share an Application built with the Service in the eWorkForms Application Store (collectively "Shared Applications") You hereby grant to eWorkForms a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback or Shared Applications in connection with the Service.

13. PRIVACY

In order to operate and provide the Service, we collect certain information about you. As part of the Service, we may also automatically upload information about your computer or device, your use of the Service, and Service performance. We use and protect that information as described in the privacy policy located at www.eWorkForms.com ("Privacy Policy"). You further acknowledge and agree that we may access or disclose information about you, including the content of your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of eWorkForms or our customers, including the enforcement of our agreements or policies governing your use of the Service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of eWorkForms employees, customers, or the public.

We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Service as part of our efforts to protect the Service, protect our customers, or stop you from breaching these Terms. The technology or other means we use may hinder or break your use of the Service.

14. NO WARRANTY

EWORFORMS PROVIDES THE SERVICE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EWORFORMS MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. INDEMNIFICATION

To the extent permitted by law, You will defend eWorkForms against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content provided by you, or your use of the Service, in breach of these Terms: (a) infringes a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of eWorkForms actions); or, (b) violates applicable law or these Terms. eWorkForms will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

16. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EWORFORMS, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A): ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF EWORFORMS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EWORFORMS AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO THE GREATER OF AN AMOUNT EQUAL SIX MONTHS

OF YOUR SERVICE FEE FOR THE SERVICE OR CHF1,000 WHICHEVER IS LESS. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

17. CONTRACTING PARTY; GOVERNING LAW; LOCATION FOR RESOLVING DISPUTES

You are contracting with eWorkForms with an address at Artherstrasse 126, CH-6405 Immensee, Switzerland. The laws of Canton Schwyz vs Switzerland. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will, only to the extent required by applicable law, be subject to the laws of your country of residence. You and we irrevocably consent to the exclusive jurisdiction and venue of Switzerland for all disputes arising out of or relating to these Terms. eWorkForms may assign this contract to another entity at any time.

18. NOTICES

We may send you, in electronic form, information about the Service, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Service or by access to a website that we identify. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the Service. You may provide legal notice to us via email to support@eWorkForms.com, with a duplicate copy sent via registered mail, return receipt requested, to the following address: eWorkForms, Artherstrasse 126, CH-6405 Immensee. Any such notice, in either case, must specifically reference that it is a notice given under these Terms.

19. PAYMENTS AND REFUNDS

The fees applicable for the Service ("Fees") are available on the Site/Google play/App store and/or in eWorkForms then-current published price list, or may be provided as a quoted service via email. The price stated for the Service excludes all taxes and charges, unless stated otherwise. You're responsible for any taxes and for all other charges (for example, data charges and currency exchange settlements). You will pay the Fees in the currency eWorkForms quoted for your account. eWorkForms reserves the right to change the quoted currency at any time.

In addition to any Fees, you may still incur charges incidental to using the Service, for example, charges for Internet access, data roaming, and other data transmission charges.

If you are an administrator for an account and you are confirming payment for eWorkForms Services: You must be authorized to use the payment method that you enter when you order a service. You authorize us to charge you for the Service using your payment method and for any paid feature of the Service that you choose to sign up for or use while these Terms are in force including aggregating subscriptions for all Registered Subscribers within an account. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; (d) on a recurring basis for subscription Services (e) and for usage-based services ("Pay as You Go Subscriptions"). Also, we may charge you up to the amount you've approved, and we'll notify you in advance of the difference for recurring subscription Services. We may bill you simultaneously for more than one of your prior billing periods. Once we have informed you that the Service will be provided indefinitely or automatically renewed, we may automatically renew your Service and charge you for any renewal term.

You must keep all information in your billing account current. If you tell us to stop using your payment method and we no longer receive payment from you for the paid Service, we may cancel that Service. Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request. For purchase in Google play/App store or similar shop type, you have no right to any refund and the service will run until the period you have paid for expires. You would likewise not have any other binding than the payment period.

We'll notify you in advance, either through the Service or to the email address you have most recently provided to us, if we change the price of the Service. If there's a specific length and price for your Service offer, that price will remain in force for that time. After the offer period ends, your use of the Service will be charged at the new price. If your Service is on a period basis (for example, monthly) with no specific length, we'll notify you of any price change at least 30 days in advance. If you don't agree to these changes, you must cancel and stop using the Service via the eWorkForms website (www.eWorkForms.com) or Google play/App store no later than the day prior to the conclusion of your current payment term, whether monthly, yearly, or otherwise. If you cancel, your Service ends at the end of your current Service period or, if we bill your account on a period basis, at the end of the period in which you canceled. If you fail to cancel as required, we will automatically renew the Service for the same term and will charge your payment information on file with us commencing on the first day of the renewal term.

For fixed price subscriptions charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form, if the Order Form specifies that payment will be by a method other than a credit card, we will invoice You in advance and otherwise in accordance with the relevant Order Form. For certain Pay as You Go Subscriptions, charges shall be made at the end of the monthly period of usage and charges will be based on actual usage. Unless otherwise stated in the Order Form, invoiced charges are due net from the invoice date. Except in the case of freemium or otherwise stated free-for-use subscriptions, the last day of any free trial period signifies the due date of the first payment. If payment is not received by eWorkForms on the due date, user's account can be frozen, inaccessible, and all shared links will be turned off until all outstanding payments have been processed by eWorkForms. Users retain the responsibility for settling all outstanding balances in a timely manner and maintaining updated billing information. If not complied with, at the end of 90 days, user's account can be deactivated, and all files may no longer be retrievable.

Except as specifically set forth in this section, all Services are prepaid for the period selected (monthly, yearly or otherwise) and are non-refundable except for certain Pay as You Go Subscriptions which may bill in arrears. This includes accounts that are renewed.

Some services are charged as a one-time fee, with pricing for said services confirmed on-line before payment processing, in the form of an email, or through a eWorkForms Statement of Work/Invoice. These services can include but are not limited to: Custom PDF and configuration (Custom PDF), one-time app development fees, integration support and software development." Fees for those services are due in advance unless stated otherwise in writing.

Except as prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 2 percent of the unpaid amount each month or the maximum rate permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your Service if you fail to pay in full on time.

20. EWORKFORMS SERVICES

20.1 Send Us Your Forms ("SUYP")

eWorkForms may at times via their website, or through a special promotion offer to convert content (paper forms, PDF's, excel spreadsheets, etc.) into eWorkForms Applications Free of Charge. These offers are valid, unless agreed to in a special offer or in writing, for 30 days from signing up for your first account. eWorkForms may at its own discretion determine if content shared for this purpose can be effectively converted to a eWorkForms Application and may reject for any reason content for this purpose. Reasons for rejection are completely within the purview of eWorkForms and may include a violation of another's intellectual property, complexity of application, length of form etc. eWorkForms will inform subscribers if their content has been rejected for conversion to a eWorkForms Application and we may allow a replacement to be substituted. eWorkForms may at any time cancel without compensation of any type, unless agreed to in writing. If you check the box to share your application in the eWorkForms application store see Section 12.1 above. Beyond what is outlined in any offer, eWorkForms may choose to charge or offer to charge to convert content to applications beyond the offered amount.

20.2 Custom PDF Design Work

eWorkForms may offer a service to convert content into a custom designed PDF that can be outputted from eWorkForms when creating a eWorkForms submission. There is no guarantee of look and feel as a complete match to the original content, for the price quoted eWorkForms will provide two (2) Revisions post delivery and those revisions expire within 90 days of delivery of the first draft. Revision requests must be made in writing via email to Support@EWorkForms.com or another provided email that was given at delivery of your first draft. Additional drafts beyond the two or those received after the 90 days can be provided as an added service that can be quoted separately via email or online.

21. MISCELLANEOUS

21.1. Severability; Entire Agreement

These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Terms will remain in effect. This is the entire contract between you and us regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Service.

21.2. Assignment and transfer

We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Service.

21.3. Independent Contractors; No third-party beneficiaries

eWorkForms and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

21.4. Claims

Claims must be filed within one year. You must bring any claim related to these Terms or the Service within one year of the date you could first bring the claim, unless your local law requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred.

21.5. Waiver

The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

21.6. Government Use

If you are a U.S. government entity, you acknowledge that any Software and User Guides that are provided are "Commercial Items" as defined at 48 C.F.R. 2.101, and are being provided as commercial computer

software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212.

22. COPYRIGHT COMPLAINTS AND REMOVAL POLICY

eWorkForms does not tolerate content that appears to infringe any copyright or other intellectual property rights or otherwise violates these Terms and will respond to notices of alleged copyright infringement that comply with the law and are properly provided to us. We reserve the right to delete or disable Content alleged to violate these Terms and to terminate repeat infringers.

INTELLECTUAL PROPERTY NOTICES

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