

## ALIGNORG SOLUTIONS TERMS OF SERVICE

Last Revised: May 15, 2023

**IMPORTANT: READ CAREFULLY.** Please read these Terms of Service (these “Terms”) carefully as they contain important information about your legal rights, remedies and obligations. These Terms are a legal contract between you and AlignOrg Solutions LLC (“AlignOrg Solutions”, “we”, “our” or “us”). By accessing the Service, you agree to be bound by these Terms. If you do not agree to these Terms, please exit the Service and refrain from all further use of it.

**PLEASE NOTE: SECTION 14 OF THESE TERMS CONTAINS AN ARBITRATION CLAUSE AND JURY TRIAL AND CLASS ACTION WAIVER THAT APPLY TO ALL USERS. SECTION 14 AFFECTS HOW DISPUTES WITH ALIGNORG SOLUTIONS ARE RESOLVED. BY ACCEPTING THESE TERMS, YOU AGREE TO BE BOUND BY THIS ARBITRATION CLAUSE AND JURY TRIAL AND CLASS ACTION WAIVER. PLEASE READ IT CAREFULLY.**

### SCOPE OF SERVICES

These Terms apply to all websites and domains that we own or control, including <http://alignorg.com/>, <http://idealspan.com>, <https://portal.alignorg.com>, and <http://66tips.alignorg.com> (collectively, the “Website”). These Terms constitute a legally binding agreement between you and AlignOrg Solutions governing your access to and use of the Website and all services offered by us through the Website, including, without limitation, all mobile, tablet and other smart devices applications and application program interfaces and associated services (collectively, the “Service”). We refer to our employees, directors, officers, contractors, owners, parents, subsidiaries and agents as our “affiliates” throughout these Terms. The terms “you” and “your” refer both to you and to all individuals or entities accessing the Service on your behalf or at your direction. By using, visiting or accessing the Service, you agree to be bound by these Terms for yourself and any person that uses the Service under your username. Please read these Terms carefully before accessing and using the Service. If you do not agree with these Terms, do not use the Service.

### 1. AMENDMENTS, MODIFICATIONS OR UPDATES TO TERMS

AlignOrg Solutions reserves the right to amend, modify or update these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Service and update the “Last Updated” date at the top of these Terms. We may also choose to provide you with notice of the modification by email before the date the revised Terms become effective. All changes are effective 15 days after posting for current users and immediately for new users, and the changes apply to all access to and use of the Service thereafter. If you disagree with the revised Terms, you may cease your use of the Service or cancel any account created through the Service (“Account”). Otherwise, your continued access to or use of the Service will be subject to the revised Terms.

### 2. SCOPE OF AND RESTRICTIONS ON USE

Subject to these Terms, AlignOrg Solutions grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for your personal, non-commercial use, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are otherwise related to the Service (collectively, the “Content”). Except as otherwise provided in these Terms, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of AlignOrg Solutions. You agree not to:

- collect information from the Service using an automated software tool or manually on a mass basis;

- use automated means to access the Service, or gain unauthorized access to the Service or to any account or computer system connected to the Service;
- obtain, or attempt to obtain, access to areas of the Website or our systems that are not intended for access by you;
- “flood” the Service with requests or otherwise overburden, disrupt, or harm the Service or our systems;
- restrict or inhibit other users from accessing or using the Service;
- modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Website or in the Content;
- access or use the Service or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

### **3. PRIVACY POLICY**

Your privacy is important to us. In the course of your use of the Service, you may provide certain information to us, or we may collect certain information from you. Any information that you provide or that we otherwise collect from you is governed by our Privacy Policy, which is fully incorporated into these Terms by reference. Our Privacy Policy makes important disclosures about how we collect and use your information and content. Our Privacy Policy is available here: <http://alignorg.com/privacy-policy>. By using the Service, you consent to all actions we take with respect to your information in compliance with our Privacy Policy.

### **4. ELECTRONIC COMMUNICATIONS**

The communications between you and AlignOrg Solutions via the Service use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **5. ELIGIBILITY; USE OF SERVICE; ACCOUNT VERIFICATION AND CONFIDENTIALITY; SEPARATE TERMS**

**5.1 Eligibility:** You must be at least 18 years old and able to enter into legally binding contracts to access and use the Service. By accessing or using the Service, you represent and warrant that you are 18 or older and have the legal capacity and authority to enter into a contract.

**5.2 Use of Service:** AlignOrg may make access to and use of the Service, or certain areas or features of the Service, subject to certain additional conditions or requirements, such as, without limitation, completing a verification process or meeting specific eligibility criteria (i.e., a credit check).

**5.3 Account Verification and Confidentiality:** User verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Account user’s identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may (but have no obligation to) ask users to provide additional information for identification or verification purposes as we deem appropriate. You must provide accurate, current and complete information during the registration process and keep your Account up-to-date at all times. You are responsible for maintaining the confidentiality and security of Account credentials and may not disclose your credentials to any third party. You must immediately notify us if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Account. You are liable for any and all activities conducted through your Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

**5.4 Separate Terms:** The access to or use of certain areas and features of the Service may be subject to

separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Service, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise.

## 6. CONTENT

**6.1 Proprietary Rights:** The Service may, in its entirety or in part, be protected by copyright, trademark, and/or other laws of the United States. You acknowledge and agree that the Service, including all associated intellectual property rights, are the exclusive property of AlignOrg Solutions. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. All trademarks, service marks, logos, trade names, and any other source identifiers of AlignOrg Solutions used on or in connection with Service are trademarks or registered trademarks of AlignOrg Solutions in the United States. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Service are used for identification purposes only and are the property of their respective owners.

**6.2 Prohibited Uses:** You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Service except as expressly permitted by these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by AlignOrg Solutions or its licensors other than for the limited license granted in Section 3 above.

**6.3 Copyright Law:** We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any Content accessible on the Website infringes your copyright, you may request removal of such Content (or access thereto) by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), your written notice of alleged copyright infringement must include substantially the following:

- your physical or electronic signature;
- identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works;
- identification of the Content you believe to be infringing in a sufficiently precise manner to allow us to locate that Content;
- adequate information by which we can contact you (including your name, postal address, telephone number and, if available, email address);
- a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
- a statement that the information in your written notice is accurate; and
- a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated agent to receive DMCA notices is:

Ken Thompson

1986 W Bonneville Ln  
Kaysville, Utah 84307  
ken.thompson@alignorg.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA notice may not be effective. Please be aware that if you knowingly materially misrepresent that Content on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## **7. RULES OF CONDUCT**

We expect users of the Service to respect the law and the rights and dignity of others. While using the Service, you agree to comply with all applicable laws, rules and regulations. In addition, your use of the Service is conditioned on your compliance with the rules of conduct set forth in these Terms and failure to comply may result in termination of your access to the Service. If we are made aware of any information or materials posted, transmitted or otherwise made available through or in connection with the Service that may be a violation of any law, regulation or right of a third party, or a violation of these Terms, we have the right, but not the obligation, to remove or disable access to the respective information or materials. Any act or use by you that violates this Section 8 strictly prohibited and shall be a material breach of these Terms.

## **8. PROFILES AND FORUMS; USER CONTENT**

**8.1 Profiles and Forums:** If we choose to make the option available, you may post certain information and materials in connection with the Service or through our social media pages or sites (your "Profile"). Further, we may offer features through the Service that enable you to post information, photographs and other materials and images publicly (collectively referred to herein as "Forums"). Any content, materials, information, images and other information you may post to the Service is referred to herein as "User Content." All of the rules of conduct above and elsewhere in these Terms apply to Profiles and Forums. Additionally, without our express prior written consent, you may not use Profiles or Forums for any commercial purposes, including the promotion or advertisement of any goods, services or opportunities, and you may not use Profiles or Forums to solicit other visitors or users to visit or become members of, subscribe to or register with any commercial online service or other organization.

**8.2 Limitation of Liability:** Information contained in the Profiles and Forums may be provided by third party visitors to the Service, which may be inaccurate, misleading or deceptive. AlignOrg Solutions, its affiliates and their respective employees, officers, directors, owners, agents, representatives, licensors, suppliers and service providers neither endorse nor are responsible for any opinion, advice, information or statements made in the Profiles and Forums by third parties. Under no circumstances will AlignOrg Solutions, its affiliates, or their respective employees, officers, directors, owners, affiliates, agents, representatives, licensors, suppliers or service providers be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed in the Profiles and Forums reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of AlignOrg Solutions.

**8.3 Public Nature of Content:** You acknowledge and agree that, to the fullest extent permitted by applicable law, we have no control over, and shall have no liability for any damages resulting from, the use (including without limitation re-publication) or misuse by any third party of information voluntarily made public through Forums or any other part of the Service. **IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE IN A PROFILE OR A FORUM OR OTHERWISE ON THE SERVICE OR OTHER SOCIAL MEDIA, YOU DO SO AT YOUR OWN RISK.**

**8.4 User Content and Restrictions.** You may not post any User Content that:

- is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy rights or right of publicity, or otherwise objectionable;
- constitutes or promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- contains any material that could give rise to any civil or criminal liability under any applicable laws, rules, or regulations or that otherwise may be in conflict with these Terms of Use;
- infringes upon, misappropriates, or otherwise violates any intellectual property rights or other rights of a third party;
- contains false, misleading, fraudulent, or deceptive claims or content;
- gives the impression that it emanates from or is endorsed by AlignOrg Solutions or any other person or entity, if this is not the case;
- contains any virus, malware, spyware, or other harmful content or code.

**8.5 Rights You Grant to Us.** You hereby grant to AlignOrg Solutions an irrevocable, perpetual, non-exclusive, transferable, sublicensable, royalty-free, worldwide right and license to use, reproduce, display, perform, distribute, and prepare derivative works of any User Content you post on or through the Services for any purpose and in all forms and all media, whether now known or that become known in the future, and you waive any and all claims that you may have now or may hereafter have in any jurisdiction to so-called “moral rights” in that User Content, even if the User Content is altered or changed in a manner not agreeable to you. If you post User Content, you represent and warrant to AlignOrg Solutions that you own or control all rights in and to such User Content and have the right to grant the rights above to us. You agree that you are solely responsible for your User Content, and you agree that AlignOrg Solutions is not responsible for, and does not endorse, any User Content.

**8.6 No Obligation to Prescreen, Monitor or Use.** AlignOrg Solutions does not have, and does not undertake, any obligation to prescreen, monitor, edit, or remove any User Content posted on or through the Service. However, AlignOrg Solutions retains the right (but not the obligation), in its sole discretion and for any reason, to prescreen, monitor, edit, remove, or move User Content posted on or through the Service. You agree that we are not obligated to post, keep, or use your User Content.

**8.7 Submitted Ideas.** Except with respect to your personal information as expressly provided for in our Privacy Policy, all comments, suggestions, ideas, drawings, concepts, or other information or materials disclosed or offered to us by you via the Services or in response to solicitations on the Website shall be deemed to be non-confidential and non-proprietary.

## **9. CHANGES TO SERVICE**

AlignOrg Solutions reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) the Service or any portion thereof (including any Content) at any time. You agree that AlignOrg Solutions will not be liable to you or to any third party for any such change, suspension, or discontinuance.

## **10. DISCLAIMER OF WARRANTIES**

While we try to maintain the security of the Service, we do not guarantee that the Service will be secure or that any use of the Service will be uninterrupted. THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALIGNORG SOLUTIONS AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND THE USE THEREOF, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE, CONTENT OR THE

CONTENT OF ANY WEBSITES LINKED TO THE SERVICE AND ASSUME NO RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ACCESS TO AND USE OF THE SERVICE, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (V) ANY OTHER LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE. YOU UNDERSTAND THAT YOU USE THE SERVICE AT YOUR OWN RISK.

#### **11. LIMITATION OF LIABILITY**

IN NO EVENT SHALL ALIGNORG SOLUTIONS, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, OWNERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES) ARISING UNDER THESE TERMS OR RESULTING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF FORESEEABLE AND EVEN IF YOUR REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IF ANY PART OF THIS LIMITATION OF LIABILITY IS INVALID, ILLEGAL OR UNENFORCEABLE, THEN THE AGGREGATE LIABILITY OF ALIGNORG SOLUTIONS AND OUR AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, OWNERS AND AGENTS UNDER SUCH CIRCUMSTANCES TO YOU OR TO ANYONE ELSE WILL NOT EXCEED ONE HUNDRED DOLLARS. SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU IF THEY ARE NOT PERMITTED BY THE LAWS OF YOUR JURISDICTION.

#### **12. INDEMNIFICATION**

You agree to indemnify, defend and hold AlignOrg Solutions and its affiliates and its and their respective employees, officers, directors, owners, and agents harmless for all damages, liabilities, costs, charges and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (1) your breach of these Terms, (2) your use of the Service (or any part thereof), (3) your breach of any applicable laws, regulations or third party rights.

#### **13. THIRD-PARTY MATERIALS**

The Service may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third-Party Materials"). You acknowledge and agree that AlignOrg Solutions is not responsible for any Third-Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. We do not assume and will not have any liability to you or any other person or entity for any Third-Party Materials. Further, the inclusion of any link does not imply endorsement by AlignOrg Solutions of any linked sites. We shall have the right, at any time and at our sole discretion, to block links to the Service through technological or other means without prior notice. Third-Party Materials and links thereto are provided solely as a convenience to you, and you

access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

## 14. CONTACT US

If you have any questions about these Terms, please contact:

AlignOrg Solutions, LLC  
1986 W Bonneville Ln  
Kaysville, Utah 84307  
Email: [privacy@alignorg.com](mailto:privacy@alignorg.com)

**14.1 Agreement:** You and AlignOrg Solutions agree that we will resolve any dispute or question arising as to the interpretation of any clause of, or the rights and liabilities of the parties under or in any manner relating to these Terms and connected in any manner with use of the Service (a "Claim") in accordance with the remainder of this Section 12.

**14.2 Conflicts of Laws; Jurisdiction:** These Terms and the relationship between you and AlignOrg Solutions with respect to the Service shall be governed by the laws of the State of Utah without regard to the conflicts of laws rules thereof.

**14.3 Arbitration:** Any Claim shall be referred to final and binding arbitration before a single arbitrator in Salt Lake City, under the rules and procedures of the American Arbitration Association relating to the selection of arbitrators for the determination of issues. The arbitration shall be governed by the United States Federal Arbitration Act, 9 U.S.C. §§ 1-16. This agreement to arbitrate is supported by adequate consideration, receipt of which is acknowledged. The decision of the arbitrator will be binding, final and conclusive on the parties, and judgment on the arbitrator's decision may be entered in any court having jurisdiction thereof. This agreement to arbitrate is binding upon the respective successors, heirs, legal representatives, assigns and transferees of the parties. The arbitrator may, sua sponte or upon the written request of a party, issue written directions as to the scope and timetable for discovery. In the event that the arbitrator should determine that the matter(s) in dispute may be resolved by a review of a written record, and that a hearing is not necessary, each party waives the right to a hearing. The arbitrator shall be charged to render a written opinion reciting the facts as determined and the applicable law as applied. The arbitrator may award injunctive and other equitable relief, as well as an award of monetary damages. No claim of fraud, duress or other basis for revocation of contract made with respect to these agreed Terms shall limit or preclude the enforcement of this agreement to arbitrate except as such fraud, duress or other basis for revocation shall arise with particularity to this agreement to arbitrate, and each party conclusively agrees that this provision shall be interpreted in a manner consistent with the separability doctrine of *Prima Paint Corp. v. Flood and Conklin Mfg. Co.*, 388 U.S. 395 (1967). The arbitrator may, as part of the arbitration award, permit the substantially prevailing party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration. Notwithstanding the above, either party may apply to a court of competent jurisdiction for temporary injunction, restraining order, or other emergence relief to remain in effect as directed by the Court, but not to extend beyond the entry of relief under the above arbitration provisions.

**14.4 Jury Trial and Class Action Waiver:** IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND ALIGNORG SOLUTIONS EACH UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY. FURTHER, WITH RESPECT TO ANY CLAIM THAT PROCEEDS IN A COURT, YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US, INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

**14.5 Improperly Filed Claims:** All Claims brought against us must be brought and resolved in accordance with this Section 12. All Claims filed or brought contrary to this Section shall be considered improperly filed. Should you file a Claim contrary to this Section, AlignOrg Solutions shall be entitled to recover its reasonable attorneys' fees and costs actually incurred, provided that AlignOrg Solutions has notified you in writing of the improperly filed Claim, and you have failed to promptly withdraw the Claim.

**14.6 OPT-OUT PROCEDURE.** IF YOU DO NOT WISH TO BE BOUND BY THE ARBITRATION PROVISIONS IN THIS SECTION 12, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT FOR THE FIRST TIME. YOU MAY OPT OUT BY MAILING A WRITTEN NOTICE TO ALIGNORG SOLUTIONS AT THE ADDRESS SET FORTH IN SECTION 11. YOUR WRITTEN NOTIFICATION TO US MUST INCLUDE YOUR NAME, MAILING ADDRESS, E-MAIL ADDRESS, PHONE NUMBER AND YOUR ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US THROUGH ARBITRATION. IF YOU OPT OUT OF THE ARBITRATION PROVISIONS IN THIS SECTION 12, ALL OTHER PROVISIONS OF THIS AGREEMENT WILL CONTINUE TO APPLY.

**14.7 Amendment to Arbitration Provisions.** Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any amendment to the arbitration provisions in this Section 12 in the future (other than an amendment to any notice address or site link provided herein), that amendment shall not apply to any claim that was filed in a legal proceeding against AlignOrg Solutions prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims that have arisen or may arise between you and AlignOrg Solutions. We will notify you of amendments to the arbitration provisions of this Section 12 by posting the amended terms on the Website, and/or by providing notice to you by email, at least 30 days before the effective date of the amendments. If you do not agree to the amended terms, you may cease all use of the Service and close your Account within the 30-day period and you will not be bound by the amended terms.

**14.8 Survival:** This Section 12 shall survive any termination of these Terms and will continue to apply even if you stop using the Service or terminate your Account.

## **15. TERMINATION**

**15.1 Termination:** You agree that we may terminate, deny or suspend your access to or use of the Website for any reason at any time, including if we reasonably believe you have violated or acted inconsistently with the letter or spirit of these Terms. Upon any such termination, your right to use the Service will immediately cease. You agree that any termination of your access to or use of the Service may be effected without prior notice and that we may immediately deactivate or delete any Account user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files, except as otherwise provided under our [Privacy Policy](#). You agree that AlignOrg Solutions shall not be liable to you or any third party for any termination of your access to the Service or to any such information or files and shall not be required to make such information or files available to you after any such termination, except as otherwise provided under our [Privacy Policy](#). We reserve the right to take steps that we believe are necessary or appropriate to enforce and/or verify compliance with these Terms. AlignOrg Solutions reserves the right to stop offering and/or supporting the Service (or any portion thereof) at any time either permanently or temporarily. In such event, we will not be required to provide refunds, benefits or other compensation to users in connection with such discontinued elements of the Service. In the event that we suspend or terminate your access to the Service, you will continue to be bound by the Terms that were in effect as of the date of your suspension or termination.

**15.2 Survival:** Unless prohibited by applicable law, the provisions of these Terms that should reasonably survive termination will remain in effect, including, without limitation, Sections 8 through 14.



## 16. MISCELLANEOUS

**16.1 Severability:** In the event that any portion of these Terms is held to be invalid, the invalidity of such provision will not affect the validity of the remaining provisions of the Terms, which will remain in full force and effect.

**16.2 No Modification:** Except as specifically provided in a written agreement signed by an authorized representative of AlignOrg Solutions, these Terms, including the Privacy Policy, and any other agreement entered into between you and AlignOrg Solutions (including, as applicable, the Subscription Services Agreement) constitute the entire agreement between AlignOrg Solutions and you. These Terms supersede all prior agreements, proposals and discussions between the parties, whether oral or written, other than a written agreement signed by both parties. These Terms do not create any partnership, joint venture, franchise or other relationship between you and AlignOrg Solutions other than as expressly stated herein. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

**16.3 No Waiver:** The failure of AlignOrg Solutions to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

**16.4 Limitations Period:** Any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one year after such claim or cause of action arose or be forever barred unless a longer period is mandated by applicable statute and, in such a case, you are limited to the maximum period permitted by law.

**16.5 Section Titles:** The section titles in these Terms are for convenience only and have no legal or contractual effect.

**16.6 Lawful Use:** AlignOrg Solutions makes no claims that the content of the Service may be lawfully viewed or downloaded outside of the United States. Access to the content may not be legal by certain persons or in certain countries. If you access the Service from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.