



By using the ComplianceBridge® TotalCompliance® service, you agree to the following terms and conditions (the "agreement") governing your use of the ComplianceBridge TotalCompliance Suite, including offline components (collectively, the "service"). If you are accepting this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you may not use the service.

As part of the Service, ComplianceBridge Corp. will provide you with on-line use of the Service, including a browser interface, transmission, access, storage and (optionally) data encryption. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the ComplianceBridge Corp. website incorporated by reference herein, including but not limited to ComplianceBridge Corp.'s privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

ComplianceBridge Corp.'s privacy and security policy may be viewed at <http://www.ComplianceBridge.com>. ComplianceBridge Corp. reserves the right to modify its privacy and security policies as needed from time to time. Note that because the Service is a hosted, online application, ComplianceBridge Corp. occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service. If you accept the terms of this agreement you agree that ComplianceBridge Corp. can disclose the fact that you are a customer of the Service that you are using.

1. Definitions

"Agreement" means these online terms of use, whether written or submitted online, and any materials available on the ComplianceBridge Corp. website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by ComplianceBridge Corp. from time to time in its sole discretion;

"ComplianceBridge Corp. Technology" means all of ComplianceBridge Corp.'s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by ComplianceBridge Corp. in providing the Service;

"Contact" means the individual(s) of your organization who have the legal authorization to represent your organization for purposes of this Agreement.

"Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service;

"Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service;

"Effective Date" means the date this Agreement is accepted by you begin using the Service;

"Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"License Administrator(s)" means those Users designated by you who are authorized to perform administrative functions including, but not limited to, purchase licenses create User accounts and otherwise administer your use of the Service;

"Licensed Domain" means the Service -- website, application, database, and corresponding content -- for the use by a single entity. Multiple Licensed Domains for a single entity are not allowed without the expressed written permission of ComplianceBridge Corp.

"Licensee" means the legal entity who/which is authorized to, and does accept this Agreement.

"Service" means the ComplianceBridge Corp.'s online TotalCompliance solution, developed, operated, and maintained by ComplianceBridge Corp., accessible via [http://ComplianceBridge.com/\[organization\]](http://ComplianceBridge.com/[organization]) or another designated web site or IP address, or ancillary online or offline products and services provided to you by ComplianceBridge Corp., to which you are being granted access under this Agreement.

"User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by ComplianceBridge Corp).

2. License Grant & Restrictions

ComplianceBridge Corp. hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by ComplianceBridge Corp. and its licensors.

You may not access the Service if you are a direct competitor of ComplianceBridge Corp., except with ComplianceBridge Corp.'s prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify ComplianceBridge Corp. immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to ComplianceBridge Corp. immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another ComplianceBridge Corp. user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

ComplianceBridge Corp. does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not ComplianceBridge Corp., shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and ComplianceBridge Corp. shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), ComplianceBridge Corp. will make available to you a file of the Customer Data within 30 days of termination for the cost of a one-time Site Data Backup, if you so request at the time of termination. ComplianceBridge Corp. reserves the right to withhold, remove and/or discard Customer Data without notice for any breach. Upon termination for cause, your right to access or use Customer Data immediately ceases, and ComplianceBridge Corp. shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

ComplianceBridge Corp. retains all rights, title and interest in the Software and any portion thereof and in all copies, modifications and derivative works of the Software and portions thereof including, without limitation, all rights to patent, copyright, trade secret, trademark and other proprietary or intellectual property rights and Licensee may not use any name, mark or designation used by ComplianceBridge Corp. or its licensors.

6. Data Storage

The maximum disk storage space provided to you at no charge is 10GB per Licensed Domain. ComplianceBridge Corp. reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

7. Contact Information

You agree to provide ComplianceBridge Corp. with complete and accurate Contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized Contact and Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, ComplianceBridge Corp. reserves the right to terminate your access to the Service in addition to any other legal remedies.

8. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. ComplianceBridge Corp. represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your Contact information is correct.

9. Mutual Indemnification

You shall indemnify and hold ComplianceBridge Corp., its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that ComplianceBridge Corp. (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release ComplianceBridge Corp. of all liability and such settlement does not affect ComplianceBridge Corp.'s business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

ComplianceBridge Corp. shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by ComplianceBridge Corp. of its representations or warranties; or (iii) a claim arising from breach of this Agreement by ComplianceBridge Corp.; provided that you (a) promptly give written notice of the claim to ComplianceBridge Corp.; (b) give ComplianceBridge Corp. sole control of the defense and settlement of the claim (provided that ComplianceBridge Corp. may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to ComplianceBridge Corp. all available information and assistance; and (d) have not compromised or settled such claim. ComplianceBridge Corp. shall have no indemnification obligation, and you shall indemnify ComplianceBridge Corp. pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

10. Limitation of Liability

In no event shall either party's aggregate liability exceed the amounts actually paid by and/or due from you in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

11. Disclaimer of Warranties

COMPLIANCEBRIDGE CORP. AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. COMPLIANCEBRIDGE CORP. AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPLIANCEBRIDGE CORP. AND ITS LICENSORS.

12. Internet Delays

Compliancebridge corp.'s services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Compliancebridge corp. Is not responsible for any delays, delivery failures, or other damage resulting from such problems.

13. Modification to Terms

ComplianceBridge Corp. reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

14. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of ComplianceBridge Corp. but may be assigned without your consent by ComplianceBridge Corp. to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of ComplianceBridge Corp. directly or indirectly owning or controlling 50% or more of you shall entitle ComplianceBridge Corp. to terminate this Agreement for cause immediately upon written notice.

15. General

Governing Law. This Agreement and any dispute arising hereunder shall be governed by the laws of the State of California, excluding its choice of law principles.

Assignment. Neither this Agreement nor the license granted hereunder may be assigned without the prior written consent of CBC. Any attempt to do so shall be void. CBC may assign and transfer any of its rights and obligations under this Agreement without consent of Licensee.

Entire Agreement; Modification or Waiver; Notices. This Agreement, its addendums, attachments, or exhibits represents the entire agreement between the parties and supersedes any previous contemporaneous oral or written agreements, or communications regarding the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by a duly authorized agent of both parties. However, it is the intention of the parties that this Agreement be controlling over additional or different terms of any purchase order, confirmation, invoice or similar document, even if accepted in writing by both parties, and that waivers and amendments shall be effective only if made by non-pre-printed agreements clearly understood by both parties to be an amendment or waiver. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties for notices.

Relationship of Parties. The parties hereto expressly understand and agree that Licensee is an independent entity in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and are responsible for and will indemnify CBC from any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Licensee's activities, or those of Licensee's employees or agents including without limitation, breaching any term, representation or warranty of this Agreement or any other inaction or action of Licensee's.

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please contact us at moreinfo@ComplianceBridge.com or (800) 317-2820 ext. 1