

**Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the HyperOffice ('Manufacturer') End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA (<http://www.hyperoffice.com/terms-of-use/>) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity

will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

TERMS OF USE

Acceptance of Terms of Use.

Welcome to HyperOffice. Application Corporation d/b/a HyperOffice provides certain Products and Services to you subject to your acceptance of these Terms of Use. You agree to accept and adhere to these Terms of Use by clicking the "ok" button confirming that you have read and understand these Terms of Use and are consenting to be bound by these Terms of Use. If you do not agree to all of these Terms of Use, you may not use the Products and Services. These Terms of Use may be revised or updated by HyperOffice from time to time and at any time without notice to you. In addition, when you use any of HyperOffice's Products or Services, you will also be subject to the local, state, and federal laws, regulations, and rules (including any foreign laws, regulations, and rules that govern use or users outside the United States) applicable to the Products and Services. All such local, state, and federal laws, regulations, and rules applicable to the Products and Services are incorporated by reference into these Terms of Use.

HyperOffice.

HyperOffice, as used herein, shall mean Application Corporation d/b/a HyperOffice or (i) a corporation or other entity that is a parent or subsidiary of HyperOffice, or of which a controlling interest is owned or held, directly or indirectly, by HyperOffice or HyperOffice's parent or subsidiary; (ii) an individual, corporation or other entity owning or holding, directly or indirectly, a controlling interest in HyperOffice; (iii) a corporation or other entity under common control with HyperOffice; (iv) the employees or directors of HyperOffice; or (v) a corporation or other entity under the control of any officer, director, shareholder, or other principal of HyperOffice. For purposes of this definition, the term "control", "controlling", or "under common control with" means the power, directly or indirectly, to direct the management, operation, or policies of a person or entity, whether through exercise of voting rights, by contract, or otherwise.

You or Your.

"You" or "Your", as used herein, shall mean the individual or entity that HyperOffice has explicitly granted the limited, non-exclusive, and non-transferable right to use the Products and Services in accordance with these Terms of Use.

Products and Services.

Products and Services, as used herein, shall mean the www.hyperoffice.com website (individually, the "Website") and all HyperOffice software products and services, now known or as later developed, whether hosted on the Website or available through a third party's server. The Products and Services shall only be used as specifically provided for in these Terms of Use.

HyperOffice may modify or discontinue offering or supporting any or all of the Products or Services at any time, for any reason, without notice, and without liability to you or any other party.

Use of Products and Services.

HyperOffice grants you a limited, non-exclusive, and non-transferable right to use the Products and Services in accordance with these Terms of Use such that the use shall not violate any provision in these Terms of Use. You must have a valid HyperOffice account for the duration of your right to use the Products and Services. A valid HyperOffice account may only be created and maintained by you upon agreeing to these Terms of Use and providing accurate and complete Personal Information in the sign up process. To maintain a valid HyperOffice account beyond the 30-day Free Trial period, you must keep your Personal Information updated, regularly assure the accuracy of such information, make timely payment of any fees owed to HyperOffice, and maintain and strictly comply with these Terms of Use.

In exchange for the limited, non-exclusive, and non-transferable right to use the Products and Services, you are responsible for maintaining the confidentiality of your HyperOffice account and password and for restricting access to your computer. You agree to accept complete responsibility for all activities that occur in connection with your HyperOffice account and password.

The Products and Services shall not be copied, distributed, duplicated, modified (whether or not such modification constitutes a derivative work), reproduced, sold, stored (including any portion of the software or documentation thereof), or otherwise exploited without the express written consent of HyperOffice. You shall not: (1) frame or utilize framing techniques to enclose any of

HyperOffice's Intellectual Property without the express written consent of HyperOffice; or (2) use meta tags, water colors, or any other "hidden text" utilizing HyperOffice's Intellectual Property without the express written consent of HyperOffice.

HyperOffice grants you a limited, non-exclusive, and non-transferable right to create a hypertext link to the home page of the Website so long as the hypertext link does not portray HyperOffice in a derogatory, false, misleading, or otherwise offensive manner. You may use HyperOffice's service marks, trademarks, or trade name in connection with the hyperlink, so long as the ownership of these service marks, trademarks, or trade names is attributed by you to HyperOffice.

Use of the Products and Services requires a certain level of knowledge and familiarity with the Internet and the World Wide Web. It is not the responsibility of HyperOffice to provide free support to you for the use of the Internet, World Wide Web, or the Products and Services. Only Products and Services marked as "free" or "no charge" are free or without charge, all other Products and Services are provided for a fee and you are liable to HyperOffice for such fees.

Privacy.

HyperOffice takes privacy seriously. As a result, HyperOffice developed and adopted a Privacy Policy that clearly identifies how Personal Information is collected and used. This Privacy Policy may be updated by HyperOffice from time to time and at any time without notice to you. You can review the most current [Privacy Policy below](#).

Intellectual Property.

The Products or Services are protected by state, federal, and common law Intellectual Property rights. Intellectual Property shall mean all intellectual property, industrial property, and other intangible rights including without limitation, all rights with respect to copyrights, patents, trademarks, service marks, moral rights, trade names, domain names, technology, mask works, know-how, design rights, trade dress, trade secrets, inventions, ideas, processes, formulas, source code and object code, data, and similar rights including the information in any application, registration, or renewal thereof that may be protected under the intellectual property or industrial property laws, regulations, or rules of any country.

In this respect, all content on the Website, including, but not limited to data, graphics, icons, images, logos, text, and the compilation of all content therein, and all service marks, trademarks, trade names, and trade dress depicted on the Website are owned by HyperOffice. This Website content may not be used in connection with any product or service that is not owned by HyperOffice, used in any manner that is likely to cause confusion by consumers, or used in any manner that disparages, denigrates, or otherwise damages or injures the good reputation of HyperOffice or HyperOffice's Products or Services.

Any complaint against HyperOffice for alleged violations of Intellectual Property rights shall be submitted in accordance with HyperOffice's [Intellectual Property Complaint Procedure below](#).

Representations and Warranties.

You represent and warrant that you shall not assign, grant, grant a security interest in, or transfer the Products and Services to any third party and that you shall not directly or indirectly enable any third party to use the Products and Services. You represent and warrant that you shall not copy, create a derivative work, decompile, disassemble, modify, reverse engineer, store, display software code in human readable form, attempt to discover any source code, or otherwise use the Products and Services except as explicitly provided for in these Terms of Use.

You represent and warrant that you shall not use the Products and Services in connection with any automated device, and that the Products and Services shall only be used through a personal computer under your manual control.

HyperOffice represents and warrants that HyperOffice has the exclusive and unchallenged title, right, power, interest, and authority to offer the Products and Services and to grant the limited, non-exclusive, and non-transferable rights herein. HyperOffice further represents and warrants that the Products and Services are free from any intentionally created security threat.

Disclaimer of Warranties; Limitations of Liability; and Indemnification.

Notwithstanding the foregoing Representations and Warranties, HyperOffice makes no other representation or warranty with respect to the Products and Services and specifically disclaims all other representations and warranties, whether express or implied,

arising out of or relating to these Terms of Use or Products and Services, including, without limitation, any implied or statutory representation or warranty with respect to the merchantability, fitness for a particular purpose, and non-infringement of Intellectual Property or other proprietary right by the Products and Services.

To the fullest extent permissible by applicable law, HyperOffice expressly disclaims any and all responsibility or liability for the accuracy, availability, content, completeness, legality, operability, or reliability of any data, information, or material in connection with the Products and Services. HyperOffice's Products and Services are provided on an "as is" and "as available" basis. You understand and agree that you access, download, or otherwise obtain data, information, and materials from the Products and Services at your own discretion and risk and that you will be solely responsible for any damage to your computer (or any software or hardware thereof) or any loss of data or information in connection with the Products and Services.

You shall completely indemnify and hold HyperOffice harmless from and against all actions, claims, damages, demands, liabilities, losses, and suits including, but not limited to, reasonable attorneys fees and costs from any and all actions, claims, damages, demands, liabilities, losses, and suits asserted against HyperOffice that may arise or result, directly or indirectly, from your use of the Products or Services or violation of these Terms of Use. In the event that a court of competent jurisdiction finds that you violated any of these Terms of Use, including the Representations and Warranties made herein, you shall, at HyperOffice's sole discretion, promptly indemnify HyperOffice for any costs, expenses, or losses, including adequate compensation for any loss of business suffered by HyperOffice, associated with the violation of these Terms of Use.

Under no circumstance shall HyperOffice be liable to you or to any third party for any damages of any kind, including, but not limited to direct, indirect, incidental, punitive, special, exemplary, or consequential damages. This provision shall apply to prevent liability of HyperOffice for any direct, indirect, incidental, punitive, special, exemplary, or consequential damages whether such action, claim, or suit is based on contract, negligence, tort, warranty, or otherwise (even if HyperOffice has been advised of the possibility of such damages). Such limitation of liability shall apply whether or not the damages arise, directly or indirectly from the use or misuse of, or reliance upon, the Products and Services; from the inability to use the Products and Services, including mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or any failure of performance not limited to acts of God, communication failure, theft, or destruction; or from the interruption, suspension, or termination of the Products and Services. Such limitation on liability shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

Acceptable Use and Lawfulness.

You shall use the Products and Services only for lawful purposes. You are prohibited from using the Products and Services for the distribution, housing, processing, propagation, storage, or otherwise handling in any way abusive, defamatory, harassing, libelous, lewd, libelous, obscene, pornographic, threatening, or tortuous material, or any other material (including links to such material) that HyperOffice deems, in its sole discretion, to be objectionable whether or not such material is unlawful. You agree to defend, indemnify, and hold HyperOffice harmless from any action, claim, or suit resulting, directly or indirectly, from your use (or allowed use by others) of the Products and Services to disparage, denigrate, or otherwise damage or injure the reputation of any third party.

You shall not use the Products and Services to impersonate, alter the attribution of origin, misidentify or conceal the identity of the sender, recipient, or another person, or to misrepresent authorization to act on behalf of a third party.

Termination and Cancellation.

Unless superseded by another agreement with HyperOffice, HyperOffice may immediately terminate, at any time and without notice and without penalty, your limited, non-exclusive, and non-transferable right to use the Products and Services upon your breach of any provision of these Terms of Use.

Your cancellation of any agreement, whereby you have the right to use the Products and Services, including your obligation to make timely payment of any amount owed for the right to use the Products and Services and to adhere to these Terms of Use, shall not be effective until you complete the cancellation process through your HyperOffice account by logging into your account and clicking on the "cancel account" button. No method, other than completion of the cancellation process through your HyperOffice account shall be effective to discontinue your obligation to make timely payment of any amount owed for the right to use the Products and Services and to adhere to these Terms of Use. **Unless and until you have cancelled your account, you agree that HyperOffice may automatically invoice or charge the credit card on file for the full amount of each succeeding month's subscription, or in the case of an annual subscription, for each succeeding year.**

If either HyperOffice terminates, or you cancel, your right to use the Products and Services, HyperOffice shall have all the legally available rights and privileges to receive any outstanding amount owed by you to HyperOffice. In addition, if you are a party to a Reseller Agreement, HyperOffice shall have all the legally available rights and privileges to receive directly from you any outstanding amount owed by you to Reseller for your right to use the Products and Services if (i) payment for your right to use the Products and Services has not been made by you to Reseller; and (ii) Reseller has not effectuated payment for your right to use the Products and Services to HyperOffice.

Refunds.

Under no circumstances shall you be eligible to receive reimbursement, in whole or in part, of any payment to HyperOffice unless the Products and Services were unable to be used as a result of uptime of the Products and Services below 99.9% for a certain thirty (30) day payment period. In this limited event, you shall be eligible to receive a pro rata (1/30th of the payment due on the payment date immediately subsequent to the date during which the Products and Services were unable to be used) reimbursement for each individual day during the thirty (30) day payment period for which the uptime of the Products and Services was below 99.9%. To qualify for a pro rata reimbursement of payment under this Section, you must notify HyperOffice in writing within seventy-two (72) hours of such inability to use Products and Services. HyperOffice, in its sole discretion, shall determine whether uptime of the Products and Services was below 99.9% for a certain thirty (30) day payment period.

Miscellaneous Provisions.

Notice required or permitted to be given under these Terms of Use shall be in writing and shall be delivered by an internationally recognized overnight courier or by registered or certified mail, postage prepaid. Notices are effective upon delivery to HyperOffice as follows:

Application Corporation d/b/a HyperOffice ATTN: Legal Department 6101 Executive Blvd., #115 Rockville, Maryland 20852 E-Mail: legal@hyperoffice.com

You agree that HyperOffice may communicate with you electronically. Such electronic communications may consist of e-mail or other notices on the Website. You agree that all agreements, notices, disclosures, and other communications HyperOffice sends to you electronically will satisfy any requirement that such communication be in writing.

These Terms of Use, including all questions concerning the validity, operation, interpretation, and construction of these Terms of Use, or any litigation or other legal action arising out of these Terms of Use, shall be brought in the proper state or federal courts of Virginia without regard to choice-of-laws rules or any conflict of laws provision if there is a dispute that cannot be amicably settled. HyperOffice will be entitled to reasonable attorneys' fees and all costs incurred in enforcing these Terms of Use.

In the event that you, in good faith, believe that HyperOffice is not complying with these Terms of Use, and before any claim or cause of action arises for noncompliance, you are required to notify HyperOffice in writing giving sufficient particulars to enable HyperOffice to inquire into the matter and evaluate the alleged noncompliance. Such Notice shall also request such corrective action as deemed appropriate. So long as HyperOffice takes appropriate measures to correct any noncompliance within a reasonable time following receipt of the Notice from you, HyperOffice will have no liability for said noncompliance.

In no event will HyperOffice be liable to you, or any other individual or third party related to you or with which you have a relationship, for any lost or anticipated profits or for any monetary damages, regardless of the form of action (including any action for incidental, consequential, special, punitive or indirect damages, and regardless of whether for loss of profits, business opportunity, data, or use). The maximum liability of HyperOffice arising out of or in connection with these Terms of Use shall not exceed the duty of HyperOffice to refund the fee paid by you to HyperOffice for the single thirty (30) day period during which the event giving rise to the alleged liability first began.

A breach by you of any of the provisions in these Terms of Use may result in irreparable and continuing harm to HyperOffice for which there may be no adequate remedy at law. You agree that the HyperOffice shall be entitled to seek injunctive relief and/or specific performance regarding these Terms of Use and any other relief as may be appropriate (including monetary damages if applicable).

If any provision of these Terms of Use is held by a court, judicial, or administrative body of competent jurisdiction in the United

States of America to be invalid or unenforceable, such provision will be held as if it had never existed, and the remainder of these Terms of Use, including all of the remaining provisions, will remain in full force and effect and will not be impaired, affected, or invalidated in any manner as if such invalid or unenforceable provision had never been included.

You shall be responsible for the payment of any and all sales, use, value added, or other taxes levied by any government against you in respect of these Terms of Use.

You represent that you are acting on your own behalf and are not acting as an agent for or on behalf of any third party. HyperOffice may assign or transfer these Terms of Use in the context of a merger, acquisition, or the sale of substantially all of HyperOffice's assets without your prior written consent or Notice. Any unauthorized assignment, grant, or transfer, or attempted assignment, grant, or transfer of the Products and Services by you shall be deemed void. These Terms of Use shall be binding upon and inure to the benefit of your successors, heirs, and assigns.

HyperOffice will not, by mere lapse of time, be deemed to have waived any breach or strict performance of any provision of these Terms of Use by you or preclude any other or further exercise of any right or remedy set forth herein. Further, the waiver by HyperOffice of a particular breach of these Terms of Use will not be construed or constitute a continuing waiver of such breach or a waiver of the breach of the same or other provision of these Terms of Use.

The section and paragraph headings used within these Terms of Use are for convenience only and shall not be considered as substantive parts of these Terms of Use or used to interpret these Terms of Use. No rule resolving ambiguities against HyperOffice, as the drafter of these Terms of Use, shall be applied.

INTELLECTUAL PROPERTY COMPLAINT PROCEDURE

HyperOffice respects all Intellectual Property rights. For that reason, if you believe that your Intellectual Property has been infringed or violated by HyperOffice in any way, please provide HyperOffice with the following information:

1. A description of the material that you allege has been infringed or violated;
2. A copy or specimen of the material that you allege has been infringed or violated;
3. The date of first use, and a description of such use, of the material that you allege has been infringed or violated;
4. Any application, prosecution, registration, or renewal information in connection with the material that you allege has been infringed or violated;
5. A description of where the material is located that you allege infringes or violates your material;
6. Your full name, current mailing address, telephone number, and e-mail address;
7. A statement by you that you are the true and correct owner of the material that you allege has been infringed or violated, or are the agent of the owner of the material alleged to be infringed or violated;
8. A statement by you that the foregoing information is accurate and complete in all respects; and
9. Your electronic or physical signature, or the electronic or physical signature of the agent authorized to act on behalf of the owner of the material alleged to be infringed or violated.

PRIVACY POLICY

HyperOffice understands that you take your privacy seriously, and this Privacy Policy will detail the Personal Information that is collected by HyperOffice and how this Personal Information is used. This Privacy Policy may be updated by HyperOffice from time to time and at any time without notice to you.

Personal Information is information that identifies you or relates to your use of the Products and Services. HyperOffice collects Personal Information from you that you enter to obtain a valid HyperOffice account or give to HyperOffice in any other way. You can choose not to provide certain Personal Information, but then you may not be able to take advantage of certain features offered by HyperOffice. HyperOffice uses the Personal Information to respond to your requests, customize features, develop new products and services, improve existing Products and Services, communicate with you, or for any other reason. The Personal Information collected by HyperOffice is kept completely private and confidential and is not shared with third parties. HyperOffice shall make no effort to validate any information provided by you.

Although HyperOffice does not license or sell your Personal Information to third parties, HyperOffice may disclose your Personal Information as required by law or if HyperOffice has a good faith belief that the disclosure of your Personal Information is reasonably necessary to protect the rights, property, or safety of you, HyperOffice, or other third party.

In addition to Personal Information, HyperOffice may collect information and/or track data on your use of the Products and Services. This statistical information and data is used to improve the Products and Services and may be collected through the use of Cookies. Although you may set your Internet browser to refuse Cookies, in doing so, you may not be able to take advantage of certain features offered by HyperOffice

This Privacy Policy does not apply to individuals, entities, or other third parties that HyperOffice does not control, employ, manage, or own.