



Terms of Use

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For the avoidance of doubt, nothing in these Terms is intended to replace, modify or supersede DATAONE SYSTEMS’s standard terms and conditions of sale applicable to DATAONE SYSTEMS’s sale of products and services. To see Terms of Purchase-Products Only Orders, click [here](#).

Your Information & Your Permissions

When you use our Services, you may provide us with things like your files, content, messages, contacts and so on (“Your Information”). Your Information is yours. These Terms don’t give us any rights to Your Information except for the limited rights that enable us to offer the Services. We need your permission to do things like hosting Your Information, backing it up, and sharing it when you ask us to. Our Services also provide you with features like photo thumbnails, document previews, commenting, easy sorting, editing, sharing and searching. These and other features may require our systems to access, store and scan Your Information. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with.



Sharing Your Information

Our Services may let you share Your Information with others, so please think carefully about what you share.

Your Responsibilities

You're responsible for your conduct. Your Information and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please don't copy, upload, download or share content unless you have the right to do so. We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services. Help us keep you informed and Your Information protected. Safeguard your password to the Services, and keep your account information current. Don't share your account credentials or give others access to your account. You may use our Services only as permitted by applicable law, including export control laws and regulations. Finally, our Services are not intended for and may not be used by people under the age of 13. By using our Services, you are representing to us that you're over 13.

Our Information

The Services are protected by copyright, trademark, and other US and foreign laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, DataONE Systems trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do, too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported to us. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat



infringers. Our designated agent for notice of alleged copyright infringement on the Services is: Legal Department DataONE Systems, L.P. 8908 Ambassador Row, Ste. 100, Dallas, TX 75247 info@d1systems.com

Termination

You're free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services if: (a) you're in breach of these Terms, or (b) you're using the Services in a manner that would cause a real risk of harm or loss to us or other users. We'll try and provide you with reasonable advance notice via the email address you provide, if any, to remedy the activity that prompted us to contact you and give you the opportunity to export Your Information from our Services, again if any. If after such notice you fail to take the steps we ask of you, we'll terminate or suspend your access to the Services. We won't provide notice before termination where: (a) you're in material breach of these Terms, (b) doing so would cause us legal liability or compromise our ability to provide the Services to our other users, or (c) we're prohibited from doing so by law.

Discontinuation of Services

We may decide to discontinue the Services in response to unforeseen circumstances beyond our control or to comply with a legal requirement. If we do so, we'll try and give you reasonable prior notice so that you can export Your Information from our systems, if any.

Services "AS IS"

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, DATAONE SYSTEMS AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.



Limitation of Liability

WE DON'T EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO—THIS INCLUDES ANY LIABILITY FOR DATAONE SYSTEMS'S OR ITS AFFILIATES' FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOESN'T AFFECT CONSUMER RIGHTS THAT CAN'T BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT. IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, DATAONE SYSTEMS, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WON'T BE LIABLE FOR:

1. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR
2. ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT DATAONE SYSTEMS OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU USE THE SERVICES FOR ANY COMMERCIAL, BUSINESS OR RE-SALE PURPOSE, DATAONE SYSTEMS, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. DATAONE SYSTEMS AND ITS AFFILIATES AREN'T RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO THE LESSER OF \$1000 USD OR 100% OF ANY AMOUNT YOU'VE PAID DATAONE SYSTEMS FOR NON-CONFORMING GOODS OR SERVICES.



Resolving Disputes

Let's Try to Sort Things Out First. We want to address your concerns without needing a formal legal case. Before filing a claim against DataONE Systems, you agree to try to resolve the dispute informally by contacting info@d1systems.com. If a dispute is not resolved within 15 days of submission, you or DataONE Systems may bring a formal proceeding. Judicial forum for disputes. You and DataONE Systems agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the federal or state courts of Dallas County, Texas, subject to the mandatory arbitration provisions below. Both you and DataONE Systems consent to venue and personal jurisdiction in such courts. If you reside in a country (for example, European Union member states) with laws that give consumers the right to bring disputes in their local courts, this paragraph doesn't affect those requirements.

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

We Both Agree to Arbitrate. You and DataONE Systems agree to resolve any claims relating to these Terms or the Services through final and binding arbitration by a single arbitrator, except as set forth under Exceptions to Agreement to Arbitrate below. This includes disputes arising out of or relating to interpretation or application of this "Mandatory Arbitration Provisions" section, including its enforceability, revocability, or validity. Opt-out of Agreement to Arbitrate. You can decline this agreement to arbitrate by sending an email to info@d1systems.com informing DataONE Systems of your decision to opt-out of this arbitration agreement within 30 days of first using the Services. However, if you agreed to a previous version of these Terms that allowed you to opt out of arbitration, your previous choice to opt out or not opt out remains binding. Arbitration Procedures. DataONE Systems will select an arbitrator for dispute resolution. The arbitration will be held in the United States county where you live or work, Dallas (TX), or any other location we agree to. Arbitration Fees and Incentives. The AAA rules will govern payment of all arbitration fees. DataONE Systems will pay all arbitration fees for individual arbitration for claims less than \$25,000. If you



receive an arbitration award that is more favorable than any offer we make to resolve the claim, we will pay you \$1,000 in addition to the award. DataONE Systems will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous. Exceptions to Agreement to Arbitrate. Either you or DataONE Systems may assert claims, if they qualify, in small claims court in Dallas (TX) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Dallas County, Texas to resolve your claim. **NO CLASS ACTIONS.** You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.

Controlling Law

These Terms will be governed by Texas law except for its conflicts of laws principles. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

Entire Agreement

These Terms constitute the entire agreement between you and DataONE Systems with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third-party beneficiary rights.



Waiver, Severability & Assignment

DataONE Systems's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms, and any such attempt will be void. DataONE Systems may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications

We may revise these Terms from time to time to better reflect: (a) changes to the law, (b) new regulatory requirements, or (c) improvements or enhancements made to our Services. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Terms.