

## **Terms of Service**

**Last Update: 2017-06-30**

### **Authorized Use**

Except as expressly set forth in this Agreement, you will protect the confidentiality of the SPONDYR, and will not distribute or otherwise make available the SERVICE, or any portion of the SERVICE, in any form to any third party. Any rights you may possess in the SERVICE expire upon expiration or termination of this Agreement. You will employ the security measures necessary to prevent unauthorized users from accessing the SERVICE including your user ID(s) and password(s) ("Login Information"). You are solely responsible for the maintenance and protection of your Login Information. You accept responsibility for, and will be liable for all access to SPONDYR in connection with your Login Information. Further, you will be responsible for all activities that occur under or in connection with your account and your use of the SERVICE.

### **Account Access and Closure**

You will be charged at the time of selecting your level of Service above the Developer level. The Service is billed in advance with payments processed immediately and non-refundable for any reason. If you downgrade your level of Service or close your account at any point, you are not entitled to a refund. Accounts can be closed or downgraded through your Spondyr account by selecting "Subscriptions" from the main menu. Downgraded charges will reflect at your next payment processing. Downgrading may mean losing access to your content, we are not liable for any lost content. For closed account, documents will be stored for a 30 day period, upon which time they will be deleted. Contact SPONDYR if you are interested in extracting your data to migrate to another product. There will be a modest fee for these services.

### **Modifications to SERVICE**

SPONDYR reserves the right to modify, suspend or discontinue, temporarily or permanently, the SERVICE, with or without notice and without liability to you. Service fees are subject to change with a minimum 30-day notice from SPONDYR.

### **Updates to SERVICE**

SPONDYR may from time to time provide enhancements or improvements to the features/functionality of the SERVICE, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates"). Updates may modify or delete certain features and/or functionalities of the SERVICE. You agree that SPONDYR has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the SERVICE to you. You further agree that all Updates will be (i) deemed to constitute an integral part of the SERVICE, and (ii) subject to the terms and conditions of this Agreement.

### **Term and Termination**

SPONDYR may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice. This Agreement will terminate immediately, without prior notice from SPONDYR, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by disconnecting your SERVICE from the SERVICE. Upon termination of this Agreement, you shall cease all use of the SERVICE.

Termination of this Agreement will not limit any of SPONDYR's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

### **Indemnification**

You agree to indemnify and hold SPONDYR and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the SERVICE; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

### **HIPAA Security Standards**

SPONDYR Services were developed to meet HIPAA Security

### **No Warranties**

The SERVICE is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, SPONDYR, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the SERVICE, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, SPONDYR provides no warranty or undertaking, and makes no representation of any kind that the SERVICE will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither SPONDYR nor any SPONDYR's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the SERVICE, or the information, content, and materials or products included thereon; (ii) that the SERVICE will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the SERVICE; or (iv) that the SERVICE, its servers, the content, or e-mails sent from or on behalf of SPONDYR are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components. Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

**Limitation of Liability**

Notwithstanding any damages that you might incur, the entire liability of SPONDYR and any of its suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the SERVICE.

To the maximum extent permitted by applicable law, in no event shall SPONDYR or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the SERVICE, third-party software and/or third-party hardware used with the SERVICE, or otherwise in connection with any provision of this Agreement), even if SPONDYR or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**Intellectual Property**

The SERVICE, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of SPONDYR.

**Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

**Amendments to this Agreement**

SPONDYR reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our SERVICE after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the SERVICE.

**Governing Law**

The laws of Florida, excluding its conflicts of law rules, shall govern this Agreement and your use of the SERVICE. Your use of the SERVICE may also be subject to other local, state, national, or international laws.

**Entire Agreement**

The Agreement constitutes the entire agreement between you and SPONDYR regarding your use of the SERVICE and supersedes all prior and contemporaneous written or oral agreements between you and SPONDYR.