

## **Sfax™ Services - Terms and Conditions**

The services that Provider Services of America, Inc. provides to you are subject to the following Terms of Use ("Terms"). Provider Services of America, Inc. reserves the right to update the Terms at any time without notice to you. The most current version of the Terms can be reviewed by clicking on the "Terms and Conditions" hypertext link located at the bottom of our Web pages.

If you are registering on behalf of a corporation you warrant that you have the authority to bind the corporation. You agree to the terms and conditions of the "Pricing Proposal" document which is expressly incorporated herein, and which in conjunction with the Terms and Conditions comprises the entire Agreement between Provider Services of America, Inc. and your corporation. The "Pricing Proposal" may contain different or additional terms which supersede any terms in this document.

### **DESCRIPTION OF SERVICES.**

Provider Services of America, Inc. provides you with access to Sfax™ a Secure Fax Management Service (the "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the Terms.

### **NO RESALE OF SERVICES.**

Your right to use the services is personal to you. You may be either an individual or a corporation or business entity, but you agree not to resell the use of the Services unless provided for under a separate agreement.

### **PRIVACY AND PROTECTION OF PERSONAL INFORMATION.**

See the Privacy Statement for disclosures relating to the collection and use of your information.

### **ACCOUNT, PASSWORD, AND SECURITY.**

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under all fax numbers and by all users associated with your account.

You agree to notify Provider Services of America, Inc. immediately of any unauthorized use of your account or any other breach of security. Provider Services of America, Inc. will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Provider Services of America, Inc. or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

## **NO UNLAWFUL OR PROHIBITED USE.**

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Provider Services of America, Inc. server, or the network(s) connected to any Provider Services of America, Inc. server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Provider Services of America, Inc. server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You will not use or register the name Provider Services of America, Inc. or any other trade name or trade mark of Provider Services of America, Inc. without express, prior permission, and you will not obstruct the identification procedures used by Provider Services of America, Inc. in the services.

You represent that the information submitted for transmission via the Provider Services of America, Inc. network for Sfax services is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or provincial laws or transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law. You may not use the Services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright holder. You agree to comply with all applicable laws, regulations, or conventions including those related to Do-Not-Call provisions, faxing, data privacy, international communications, and export of technical or personal data.

## **USE OF SERVICES / CUSTOMER RESPONSIBILITIES.**

You are fully responsible for the contents of your transmissions through the Services. Sfax simply acts as a passive conduit for you to send and receive information of your own choosing. However, Provider Services of America, Inc. reserves the right to take any action with respect to the Services that Provider Services of America, Inc. deems necessary or appropriate in its sole discretion if Provider Services of America, Inc. believes you or your information may create liability for Provider Services of America, Inc. , compromise or disrupt the Services for you or other Customers, or cause Provider Services of America, Inc. to lose (in whole or in part) the services of Provider Services of America, Inc. 's ISPs or other suppliers. The Services make use of the Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures.

Provider Services of America, Inc. has no control of the content of the information passing through the Services.

Provider Services of America, Inc. does not:

- Represent or endorse the accuracy or reliability or any opinion, advice or statement made through the Service,
- Assume liability for any harassing, offensive or obscene material distributed through the Service by you or others under your account,

- Assume any liability for any material distributed through the Service by you or others under your account which is distributed in violation of any third party's copyright or other intellectual property right,
- Assume liability for claims concerning unsolicited fax, email or voice messages sent by you or others under your account, including (but not limited to) Telephone Consumer Protection Act of 1991, CRTC 2001-193, FTC regulations, and the Can-Spam Act.

You agree to provide true, current, accurate and complete customer information as prompted by the registration form, and you agree to notify Provider Services of America, Inc. promptly of any changes to this information as required to keep it current, complete and accurate.

Provider Services of America, Inc. reserves the right at all times to disclose any information as Provider Services of America, Inc. deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You agree to be financially responsible for your use of Sfax services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

You must obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use the Services.

## **OWNERSHIP.**

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Sfax Service are wholly owned by Provider Services of America, Inc. and/or its licensors and service providers except where expressly stated otherwise.

You understand and agree that you are not the owner of any Sfax fax number (Sfax Number) assigned to you by Provider Services of America, Inc. Ownership of any such Sfax Number is vested solely in Provider Services of America, Inc. (which will assign such number to you for your use during the term of this agreement). You understand and agree that following the termination of your Sfax account for any reason, such Sfax Number may be re-assigned immediately (although there is typically a transition period) to another customer, and you agree that Provider Services of America, Inc. will not be liable for damages (including consequential or special damages) arising out of any such re-assignment, and you hereby waive any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if Provider Services of America, Inc. has been advised of the possibility of damages.

You further understand and agree that Provider Services of America, Inc. may from time to time need to change the Sfax Number assigned to you (whether due to an area code split or any other reason whether outside or within Provider Services of America, Inc. ' control). You agree that Provider Services of America, Inc. will not be liable for damages (including consequential or special damages) arising out of any such change in the Sfax Number assigned to you, and you hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if Provider Services of America, Inc. has been advised of the possibility of damages.

In particular, you agree that you are not authorized to charge services provided to you or at your request to the Sfax Number assigned to you by Provider Services of America, Inc. and that you will not request or otherwise cause any third-party service provider to charge any such services to such number. You are responsible for any such charges, and any such charges will give Provider Services of America, Inc. the right to immediately terminate your Sfax account without notice.

## **Unsolicited Fax Advertisement Policy.**

The transmission of unsolicited fax advertisements is regulated in the United States under the [Federal Telephone Consumer Protection Act](#) and is also regulated under the laws of a number of other countries, states and provinces. Distribution of unsolicited fax advertisements through the Services is prohibited.

Provider Services of America, Inc. understands that receipt of such faxes can impair your use of our Services. Accordingly, Provider Services of America, Inc. may develop means to prevent the distribution and receipt of unsolicited fax advertisements to our customers. At Provider Services of America, Inc.' option and without further notice, Provider Services of America, Inc. may use technologies and procedures, such as filters, that may terminate such unsolicited fax advertisements without delivering them.

If you believe that you are in receipt of an unsolicited fax advertisement, you should take the following two steps:

- a) If the fax contains a telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional junk faxes, please do so; and
- b) Please submit a suspect fax to Provider Services of America, Inc. for investigation by faxing the suspect fax to .1-770-395-0618.

We will investigate your submission and determine if the fax/voicemail number referenced in the spam email or spam fax is a Sfax Number. If it is, we will attempt to prevent such faxes from reaching your account.

## **CHARGES.**

**Charges** - You agree to pay all charges for your use of Sfax Services at the prices then in effect for your country of residence. All charges will be exclusive of value added ("VAT"), sales or other taxes, except as required by law. Provider Services of America, Inc. reserves the right to change prices or institute new charges for access to or use of Sfax services unless you have a signed "Pricing Proposal". All changes will be posted by Provider Services of America, Inc. at the Provider Services of America, Inc. websites and you are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of Sfax Services or non-termination of your Sfax service account after changes are posted constitutes your acceptance of the prices as modified by the posted changes. Per page prices are based on a 60 second transmission time; pages that take longer to transmit may be charged as multiple pages. Provider Services of America, Inc. reserves the right to charge a premium on all mobile, cellular, digital, special service numbers, and / or PCS international terminating traffic, as well as the right to adjust any rate to reflect charges in international tariffs, regulatory requirements, taxes, levies or other third party levies.

Charges for Services may include Activation, Monthly Subscription, and Usage Fees.

Refer to the "Pricing Proposal" for additional terms and conditions related to the contract term, payment terms and cancellation policy.

## **Disclaimer of Warranties and Limitation of Liability.**

PROVIDER SERVICES OF AMERICA, INC. MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. PROVIDER SERVICES OF AMERICA, INC. FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer includes loss of data resulting from delays, non-deliveries, wrong deliveries, and any or all service interruptions caused by the negligence of Provider Services of America, Inc. and its employees or by Customer's errors and omissions.

Provider Services of America, Inc. its affiliates, and their respective officers, directors, agents, employees, suppliers and shareholders (collectively, the "Provider Services of America, Inc. Entities") shall not be liable and are not responsible for any loss or damage Customer suffers, or any party claiming through or under Customer, as a result of, or related to, the use of the Service including, but not limited to:

- performance of the Internet;
- performance of the telephone network;
- loss or damage resulting from delays, computer virus or interruption of the Service, including deletion or failure to store messages, regardless of cause;
- loss or damage to Customer's equipment, facilities, software or data, arising from mistakes, omissions, interruptions, delays, errors, non-delivery, incorrect delivery, viruses or defects in the transmission of information or data on the Internet; or

- any indirect, incidental, special, punitive or consequential damages, including but not limited to, lost revenues or profits, resulting from or relating in any way to the use of the Service even if the Provider Services of America, Inc. Entities have been advised of the possibility of such damages.

You agree to indemnify and hold Provider Services of America, Inc. and its agents harmless from any and all claims, losses, damages, judgments, expenses and costs (including any attorney's fees and expenses) arising out of your use of the service, your violation of the terms of this agreement, and the delivery of any of your documents using the service, or the infringement of any trademark or copyright by you.

## **Termination**

Provider Services of America, Inc. reserves the right to suspend or terminate services if Provider Services of America, Inc. , in its sole discretion, believes that the service is used for a purpose that is unlawful or prohibited by these terms, conditions, and notices

Provider Services of America, Inc. shall have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your account. Provider Services of America, Inc. shall have no obligation to maintain any messages or other content in your account or forward any unread or unsent message to you or any third party.

Any termination of your account shall not relieve you from any amounts owing or any other liability accruing under this Agreement prior to the time that such termination becomes effective.

If you are an Online Subscriber: You may cancel the services, with 30 days written notice, by sending an email requesting cancellation to [support@sfaxme.com](mailto:support@sfaxme.com).

If you have a signed "Pricing Proposal" the termination provision found in the Pricing Proposal applies.

## **Jurisdiction and Governing Law**

You agree that these Terms shall be governed by and construed in accordance with the laws of the state of Texas, and you hereby consent and attorney to the jurisdiction of such province and agree that all disputes shall be tried in the state of Texas in the City of Austin. You expressly waive any right, and agree not to have any dispute under the Terms tried or otherwise determined by a jury, except where required by law.