

**ESIGNONLINE™ SOFTWARE**  
**TERMS AND CONDITION OF USE**  
**VERSION 3.0 – 90 Day Free Trial**

**IMPORTANT NOTICE:**

BY USING THE ESIGNONLINE® SOFTWARE, YOU ARE INDICATING YOUR ASSENT TO THE TERMS AND CONDITIONS OF USE AS SET FORTH BELOW. USE OF THE SOFTWARE IS SUBJECT TO YOUR ASSENT TO THE FEES AS SET FORTH BELOW. THE SUBSCRIPTION SERVICES DESCRIBED IN THIS TERMS AND CONDITION OF USE ARE REQUIRED FOR THE OPERATION OF THE SOFTWARE. YOU SHOULD READ ALL THE TERMS AND CONDITIONS OF USE CAREFULLY. YOU WILL BE ASKED TO REVIEW AND EITHER ACCEPT OR NOT ACCEPT THE TERMS AND CONDITIONS OF USE. THIS TERMS AND CONDITIONS OF USE REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND CONSTELLATION WEB SOLUTIONS INC. ("CONSTELLATION1"), REGARDING YOUR USE OF THE SOFTWARE (AS DEFINED BELOW), AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES.

IF YOU AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF USE, CHECK THE BOX **"I ACCEPT THE TERMS AND CONDITIONS"** AND CLICK THE **"SUBSCRIBE"** BUTTON INDICATED BELOW AND BEGIN USE OF THE SOFTWARE.

IF YOU DO NOT AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF USE, CONSTELLATION1 IS UNWILLING TO GRANT YOU ANY RIGHTS TO USE THE SOFTWARE, AND YOU MUST STOP USING THE SOFTWARE AND INDICATE YOUR REJECTION OF THE TERMS AND CONDITIONS OF USE BY CLOSING THE BROWSER WINDOW DISPLAYING THE **"SUBSCRIBE"** BUTTON. FURTHER, YOU MUST DISCONTINUE YOUR USE OF THE SOFTWARE IMMEDIATELY AND DESTROY ALL COPIES OR PORTIONS THEREOF OF THE SOFTWARE. NOTWITHSTANDING THE FOREGOING, USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THE LICENSE TERMS.

**1.0 Definitions**

- 1.1 "Deactivate" means terminating your access to all aspects of the Software, including access to all of your documents and contacts that may be contained in any database(s) related to the Software, your online file storage, and the subscription Services.
- 1.2 "Effective Date" means the date you click "I ACCEPT" and this Terms and Conditions of Use becomes effective.
- 1.3 "Legal Forms" means any document that you may independently license from third party providers or import and incorporate into the Software. The Legal Forms are not provided in the Software.
- 1.4 "Functionalities" means the components of the Software that provide you with the ability to: (i) use electronic signatures to execute Legal Forms; (ii) transmit and receive documents via electronic mail; and (iii) save documents locally on your hard drive.
- 1.5 "Hardware" means the shared server(s) maintained by Constellation1 for purposes of providing you the Subscription Services.
- 1.6 "Password" means the username and password you create and maintain with Constellation1 to accommodate your access to and Use of the Software.
- 1.7 "Software" means the identified eSignOnline® software program, its functionalities and any related updates or patches supplied by Constellation1, accompanying technical data, images, recordings, and other related materials. The Software expressly does not include any Legal Forms. The parties agree and acknowledge that to adequately Use the Software, you must separately have Internet access.
- 1.8 "Subscription Fee" means the monthly or annual fee you must pay to accommodate your continued Use of the Software. The Subscription Fee shall not be prorated for any partial month and shall not be refunded due to any unforeseen server downtime.
- 1.9 "Subscription Services" means the services necessary for the operation of the Software, which include Constellation1's remote hosting services, electronic file storage services and automated backup functions.
- 1.10 "Use" means storing, loading, executing, or displaying the Software on a device.
- 1.11 "User Documentation" means any instructions or documentation that may accompany the Software.
- 1.12 "Signing Session" means the set of document(s) sent to signer(s) to electronically sign

**2.0 Subscription Services**

- 2.1 Limitations Contained in Subscription Fee. Constellation1 will provide you with the ability to upload documents and capture electronic digital signatures on documents. Certain limits apply including but not limited to the following:
  - 2.1.1 Individual file size limits
  - 2.1.2 Total file size limit for all documents uploaded

2.1.3 Allocated signing sessions as defined by the subscription plan

2.2 Document retention and archive policy. Documents signed by the Software will be retained for as long as you have a current valid subscription. Beyond the expiration of your subscription, documents will be retained for up to a one (1) year period, unless otherwise stated.

2.2.1 Archive policy. Signing Session documents will be automatically archived based on the following session statuses. The latest versions of the session document(s) and any certificate of authenticity will be zipped up when archived. The zip file can be accessed on the Archives page.

2.2.1.1 *Building* – these sessions will auto delete after 30 days of inactivity

2.2.1.2 *In Progress* – these sessions will auto expire to the Cancelled status and auto archive after 90 days of inactivity

2.2.1.3 *Cancelled* – these sessions will auto archive after 30 days of inactivity

2.2.1.4 *Completed* – these sessions will auto archive after 30 days of inactivity

### **3.0 No Refund; Contract and Billing Information; Credit Card Charges**

3.1 No Refund. Constellation1 will enforce a strict no-refund policy. Please evaluate and test the Software carefully during your free 90 day trial period. Once you pay the Subscription Fee, your payment is final, and you will not be reimbursed. No refunds are provided whether on the monthly or annual plan.

3.2 Contact and Billing Information. At all times under this Terms and Conditions of Use, you agree to: (i) provide Constellation1 with current credit card and contact information (including billing and e-mail addresses and telephone numbers) to be used for payment of the subscription fees set forth in this Terms and Conditions of Use; and (2) promptly pay all Fees when due. By providing valid credit card information to Constellation1, you hereby authorize Constellation1 to use that credit card information for recurring monthly subscriptions, annual subscriptions, or one time Knowledge Based Authentication charges.

3.3 Declined Credit Cards. In the event Constellation1 is unable to collect payment from your credit card, Constellation1 will send notification to your e-mail account of record and request that you correct the problem and arrange for prompt payment. Constellation1 will attempt to collect payment on your credit card three (3) additional times over the course of fifteen (15) calendar days. After the initial notification, each time your credit card is declined, Constellation1 will endeavor to notify you at your e-mail address and telephone number of record. At all times during the term of this Subscription, it is your responsibility to provide Constellation1 with a valid credit card number or to make other payment arrangements with Constellation1. After fifteen (15) calendar days, if payment has not been received, Constellation1 will deactivate your access to all aspects of the Software, including the Subscription Services, until your account balance is brought current. This will result in your inability to use the Software.

### **4.0 Ownership and Intellectual Property Rights.**

4.1 Rights Reserved by Constellation1. This Terms and Conditions of Use grants you limited rights to Use the Software, which can be revoked in accordance with Section 5 of this Subscription. You understand and agree that you have no right to Use the Software except as is set forth in this Terms and Conditions of Use. The Software is copyrighted by Constellation1 or by third party suppliers. The Terms and Conditions of Use confer no title or ownership to you and is not a sale of any rights in the Software. Third party suppliers are intended beneficiaries in this Terms and Conditions of Use and may protect their rights in the Software directly against you in the event of any infringement. Constellation1 retains any and all rights, title and interest in and to the Software and User Documentation and all copies thereof, including copyrights, patent, trade secret rights, trademarks and other intellectual property rights. All rights not specifically granted in this Terms and Conditions of Use, including Federal and international copyrights, are reserved by Constellation1. The structure, organization and code of the Software are valuable trade secrets and confidential information of Constellation1.

4.2 Trademarks. eSignOnline™ is a trademark of Constellation1. No right, license or interest in such trademarks is granted hereunder, and you agree that no such right, license or interest shall be asserted by you with respect to such trademarks.

### **5.0 Term & Termination.**

5.1 Term. This Terms and Conditions of Use will terminate unless you pay the subscription fee.

5.2 Termination.

5.2.1 Termination by You. You may terminate this Terms and Conditions of Use for any reason upon written notice to Constellation1. Verbally informing a Constellation1 representative of your intention to terminate shall be considered invalid. You must notify Constellation1 by email, letter or facsimile for the termination with a minimum 30 day notice.

5.2.2 Termination by Constellation1. Constellation1 reserves the right to terminate this Terms and Conditions of Use for any reason upon written notice to you. Notwithstanding the foregoing, this Terms and Conditions of Use will terminate automatically, without notice from Constellation1, if you fail to comply with any provision of this Subscription.

5.3 Effect of Termination. In the event of termination, Constellation1 will deactivate your access to all aspects of the Software. This includes your access to all of your documents and contacts that may be contained in any database(s) related to the Software or your online file storage. It is your sole responsibility to remove this information prior to the termination of this Subscription. Constellation1 will not retain a backup of your files after the Subscription has been terminated. You must immediately terminate use of the Software and Services.

## 6.0 Customer Service.

6.1 For technical questions regarding the Software, customer service is provided via electronic mail at the following address: [eSignSupport@realestatedigital.com](mailto:eSignSupport@realestatedigital.com). Constellation1's customer service representatives shall not be responsible for answering any questions relating to your personal computer's hardware or other software programs. With regard to electronic mail inquiries, Constellation1 will use its best efforts to provide you with customer service for technical questions within forty-eight (48) business hours of your request.

6.2 For billing questions, customer service is provided via electronic mail at the following address: [ar@realestatedigital.com](mailto:ar@realestatedigital.com).

## 7.0 Confidentiality & Security.

7.1 Confidentiality of Usernames and Passwords. You are solely responsible for the confidentiality of your Password and Username. You acknowledge that your Password and Username are designed to protect you and the integrity of the Software and its associated information. If you believe the integrity of your Password has been compromised, you are responsible for immediately taking steps to protect yourself by changing your Password and correcting any unauthorized changes.

7.2 Security of Your Online Files. The Software permits you to send copies of your completed documents to third parties. You are solely responsible for copying and providing access to your files to third parties. You acknowledge that the information contained within these files may be confidential in nature. You are solely responsible for maintaining the confidentiality of all such information and guaranteeing that the use and disclosure of such information shall be limited to legal purposes only.

## 8.0 WARRANTY.

8.1 **EXPRESS WARRANTY: SOFTWARE**. For so long as the Software is accessible to you, and to the extent Constellation1 has designed the Software and its components, Constellation1 warrants to you that, for the term of the subscription, the Software will be free from material defects. Constellation1's entire liability and your sole and exclusive remedy under this subscription for a material defect in the Software shall be the repair of a material defect in the Software. To the extent the Software is modified, adjusted, refined or otherwise manipulated in any way by any entity other than Constellation1 or Constellation1's authorized agent(s), the warranties contained in this Section 10.1.1 shall become immediately null and void.

## 8.2 DISCLAIMERS.

8.2.1 **WARRANTY DISCLAIMER**. THE SOFTWARE, ITS FUNCTIONALITIES, AND THE SUBSCRIPTION SERVICES ARE PROVIDED ON AN "AS IS" WITH ALL FAULTS BASIS AND WITH NO WARRANTY EXCEPT THE EXPRESS WARRANTY SET FORTH IN SECTION 8.1 ABOVE. CONSTELLATION1 SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, ACCURACY OF INFORMATIONAL CONTENT, AND FITNESS FOR A PARTICULAR PURPOSE. CONSTELLATION1 WILL USE COMMERCIALY REASONABLE EFFORTS TO GUARD AGAINST VIRUSES IN CONNECTION WITH THE SOFTWARE. NOTWITHSTANDING THE FOREGOING, WITHOUT LIMITATION, YOU ASSUME SOLE RESPONSIBILITY AND THE ENTIRE RISK FOR USING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS AND PERFORMANCE OF THE SOFTWARE. CONSTELLATION1 MAKES NO WARRANTY THAT THE SOFTWARE WILL ALWAYS BE AVAILABLE, ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES. CONSTELLATION1 MAKES NO WARRANTY THAT THE DOCUMENTS IN YOUR ACCOUNT WILL BE BACKED-UP PROPERLY OR SECURE. CONSTELLATION1 SHALL NOT BE RESPONSIBLE FOR ANY UNDELIVERABLE OR UNDELIVERED ELECTRONIC MAIL SENT OR RECEIVED BY THE ELECTRONIC MAIL FUNCTIONS OF THE SOFTWARE. CONSTELLATION1 SHALL ALSO NOT BE RESPONSIBLE FOR YOUR IMPORTATION OF THE LEGAL FORMS INTO THE SOFTWARE OR YOUR IMPLEMENTATION OF THE LEGAL FORMS, INCLUDING THE SELECTION OF AN APPROPRIATE FORM FOR YOUR PARTICULAR STATE AND FACTUAL SITUATION AND YOUR INSERTION OF CONTENT INTO THE LEGAL FORMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONSTELLATION1 OR CONSTELLATION1'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. Some jurisdictions do not allow exclusions of implied warranties or conditions, so the above exclusion may not apply to you to the extent prohibited by such local laws.

8.2.1.1 **NOTE.** EXCEPT TO THE EXTENT ALLOWED BY LOCAL LAW, THESE WARRANTY TERMS DO NOT EXCLUDE, RESTRICT OR MODIFY, AND ARE IN ADDITION TO, THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE LICENSE OF THE SOFTWARE TO YOU; PROVIDED, HOWEVER, THAT THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT (OR ANY STATUTORY IMPLEMENTATION OF IT) AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS ARE SPECIFICALLY DISCLAIMED AND SHALL NOT GOVERN OR APPLY TO THE SOFTWARE PROVIDED IN CONNECTION WITH THE WARRANTY STATEMENT CONTAINED IN THIS LICENSE.

8.2.2 **ACCURACY; OPINIONS.** CONSTELLATION1 IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY OPINIONS, ADVICE, REPRESENTATIONS OR INFORMATION CONTAINED IN THE SOFTWARE. **CONSTELLATION1 BEARS NO RESPONSIBILITY FOR THE CONTENT OF THE FILES CONTAINED IN YOUR SOFTWARE OR ANY THIRD PARTY'S RELIANCE THEREON.**

8.2.3 **DOWNLOADS AND POSTED DOCUMENTS; VIRUSES.** CONSTELLATION1 IS NOT RESPONSIBLE FOR THE FILES CONTAINED IN THE SOFTWARE, AND SPECIFICALLY DISCLAIMS ANY LIABILITY FOR FILES AND OR DOCUMENTS UPLOADED. CONSTELLATION1'S ONLY LIABILITY WILL BE TO USE REASONABLE EFFORTS TO CORRECT ANY SOFTWARE DEFECTS WHEN THE PROBLEM IS IDENTIFIED. ALTHOUGH CONSTELLATION1 WILL USE COMMERCIALY REASONABLE EFFORTS TO GUARD AGAINST VIRUSES, CONSTELLATION1 STRONGLY RECOMMENDS THAT YOU IMPLEMENT YOUR OWN VIRUS AND SPAM PROTECTION SOFTWARE ON YOUR LOCAL COMPUTER. CONSTELLATION1 SHALL HAVE NO RESPONSIBILITY FOR TROJAN HORSES, WORMS, VIRUSES, TIME BOMBS OR OTHER DAMAGING COMPUTER PROGRAMMING ROUTINES OR ENGINES CONTAINED WITHIN ELECTRONIC FILES (COLLECTIVELY REFERRED TO HEREIN AS "VIRUSES" OR "VIRUS").

8.2.4 **ELECTRONIC BILLING.** YOU AND ANY USER OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO YOUR EMPLOYEES AND/OR AGENTS, ACKNOWLEDGE THAT USING A CREDIT CARD NUMBER ON THE INTERNET MAY INVOLVE CERTAIN SECURITY RISKS. FOR EXAMPLE, CREDIT CARD NUMBERS COULD BE INTERCEPTED EN ROUTE AND/OR USED BY UNAUTHORIZED THIRD PARTIES. ACCORDINGLY, CONSTELLATION1 SHALL NOT BE RESPONSIBLE, EITHER DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED, OR ALLEGED TO BE CAUSED, BY OR IN CONNECTION WITH USE OF THE SOFTWARE OR RELIANCE UPON ANY SUCH FINANCIAL PRODUCTS OR SERVICES THAT MAY BE AVAILABLE ON OR THROUGH THE SOFTWARE BY YOU, YOUR EMPLOYEES, AGENTS AND/OR CUSTOMERS. CONSTELLATION1 SHALL NOT BE RESPONSIBLE FOR ANY MISUSE BY YOU OF THE ELECTRONIC BILLING SYSTEM, INCLUDING BUT NOT LIMITED TO FRAUD OR EMBEZZLEMENT ON THE PART OF YOUR EMPLOYEES, AGENTS AND/OR CUSTOMERS.

8.2.5 **LEGAL FORMS.** YOU REPRESENT AND WARRANT THAT YOU HAVE A VALID LICENSE TO USE, REPRODUCE AND DISTRIBUTE THE LEGAL FORMS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR IMPORTING OF THE LEGAL FORMS INTO THE SOFTWARE. CONSTELLATION1 MAKES NO REPRESENTATIONS AND WARRANTIES AS TO THE CONTENT OR VALIDITY OF THE INFORMATION CONTAINED IN THE LEGAL FORMS NOR DOES IT MAKE ANY REPRESENTATIONS OR WARRANTIES RELATED TO YOUR USE OR IMPLEMENTATION OF THE LEGAL FORMS OR AS TO THE QUALITY OR ENFORCEABILITY OF THE RESULTING WORK PRODUCT. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE LAWS VARY WIDELY FROM STATE TO STATE WITHIN THE UNITED STATES AND COUNTRY TO COUNTRY OUTSIDE OF THE UNITED STATES. DEPENDING ON HOW YOU USE THE SOFTWARE, YOU ARE REQUIRED TO COMPLY WITH ALL APPLICABLE LAWS. CONSTELLATION1 RECOMMENDS YOU CONSULT WITH AN ATTORNEY ABOUT THE USE OF THE LEGAL FORMS. YOU SHOULD FURTHER BE AWARE THAT THERE IS THE POTENTIAL FOR SIGNIFICANT RAMIFICATIONS THAT RESULT FROM YOUR USE OF THE LEGAL FORMS TO ENTER INTO OR TO FACILITATE CONTRACTS WITH ELECTRONIC SIGNATURES. CONSTELLATION1 FURTHER RECOMMENDS THAT YOU CONSULT WITH AN ATTORNEY TO CLARIFY ANY NUANCES SURROUNDING ELECTRONIC SIGNATURES AND THEIR ENFORCEABILITY.

## 9.0 LIMITATION OF LIABILITY.

EXCEPT TO THE EXTENT PROHIBITED BY LOCAL LAW, IN NO EVENT WILL CONSTELLATION1, OR ANY OF ITS SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUPPLIERS, VENDORS, SUCCESSORS OR ASSIGNS BE LIABLE UNDER ANY THEORY OF LAW OR EQUITY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA, SERVER DOWNTIME COSTS, LOSS OF GOODWILL OR POTENTIAL BUSINESS AS A RESULT OF THE SOFTWARE NOT BEING ACCURATE, NOT BEING VIEWABLE AT A PARTICULAR TIME, OR NOT AVAILABLE OR FUNCTIONAL AT ALL, OR COMPUTER OR SERVER MALFUNCTION OR FAILURE, OR FOR ANY DIRECT, INDIRECT,

SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES OR CLAIM(S) ARISING OUT OF OR RELATING TO THE USE OF, INABILITY TO USE, OR THE RESULTS OF USE OF THE SOFTWARE, WHETHER BASED IN WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, AND WHETHER OR NOT CONSTELLATION1 WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ANY CLAIM(S) FOR LIABILITY FOR DAMAGES MAY BE MAINTAINED BY YOU AGAINST CONSTELLATION1 UNDER THESE TERMS, RECOVERY FOR DAMAGES IS EXPRESSLY LIMITED BY THE MUTUAL AGREEMENT OF THE PARTIES TO ONLY THOSE CLAIMS ALLEGING A BREACH OF THIS LICENSE BY CONSTELLATION1 AND/OR GROSS NEGLIGENCE BY CONSTELLATION1 IN PERFORMING ITS OBLIGATIONS OR RESPONSIBILITIES UNDER THE SUBSCRIPTION SERVICES. NOTWITHSTANDING THE FOREGOING, THE MAXIMUM AMOUNT RECOVERABLE FOR DAMAGES UNDER THESE TERMS BY YOU FOR AN ALLOWABLE CLAIM AGAINST CONSTELLATION1 SHALL BE LIMITED TO \$500.00. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH OR ARISING OUT OF THESE TERMS. Your use of the Software is entirely at your own risk. Should the Software prove defective, you assume the entire cost of all service, repair or correction. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitation may not apply to you to the extent prohibited by such local laws.

#### **10.0 Indemnification.**

You shall indemnify, defend and hold harmless Constellation1, and its subsidiaries, affiliates, distributors, directors, officers, shareholders, employees, agents, suppliers, vendors, successors, and assigns from and against any and all claims, threats, suits, penalties, costs and expenses (including without limitation, reasonable attorneys' fees, costs and disbursements) that arise directly or indirectly out of (i) your breach of this Subscription; (ii) your use or improper or illegal use of the Software, including but not limited to the transmission of unsolicited bulk e-mail that refers to Constellation1, the Software or you (iv) sharing of your Password with others, a third party's accessing of the Software or any documents located on your account and/or making unauthorized or detrimental changes to the information contained there; (v) any misuse, fraud or violation of any third party's privacy rights; and (vi) the use of any Legal Forms you may import into the Software, including but not limited to any claim that the content infringes upon the intellectual property rights or other rights of any third party, or is defamatory, libelous, obscene or otherwise illegal. For purposes of this Section 10, improper use shall include, but not be limited to, violations of applicable anti-spamming laws or any violation of any laws and statutes regulating the use of Internet websites, posting information that contains vulgar or questionable language, that may be illegal under federal, state or international laws, or may be illicit or pornographic in nature.

#### **11.0 Notices; Questions.**

11.1 With specific exception to Section 5.2.1 above regarding your notice of termination, any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party (i) if personally served, when received; (ii) if transmitted by facsimile, upon the generation by the transmitting facsimile machine of a confirmation that the entire document has been successfully transmitted; (iii) if sent by recognized courier service on the business day following the date of deposit with such courier services; or (iv) if sent by registered mail, postage prepaid, return receipt requested, on the third business day following the date of deposit in the United States mail. All such notices to Constellation1 shall be addressed as follows:

Constellation Web Solutions Inc.  
Attn: eSignOnline Support  
1840 York Rd, Suite K-M  
Timonium MD, 21093

All such notices to you shall be addressed to the address you provide to Constellation1 during the registration process. Any party hereto may change its address for purposes of this paragraph by written notice in the manner provided above.

11.2 All questions concerning this Subscription shall be directed via electronic mail to:

[eSignSupport@realestatedigital.com](mailto:eSignSupport@realestatedigital.com)

#### **12.0 Arbitration.**

Any dispute arising under or relating to this subscription shall be determined by arbitration. Except for any claim seeking the exercise of the injunctive or equitable powers of a court of competent jurisdiction, any action to enforce or interpret this subscription, or to resolve disputes with respect to this subscription, shall be settled by arbitration in accordance with California Code of Civil Procedure Sections 1280 through 1294.2 and any successor provisions thereto. The provisions of California Code of Civil Procedure Section 1283.05 regarding the right to take depositions and obtain discovery shall apply to the arbitration. Arbitration shall be the exclusive dispute resolution process. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The place of arbitration shall be in the County of

Orange, California. The arbitration shall be conducted and determined by one (1) arbitrator, who will be chosen by mutual agreement of the parties. If the parties fail to reach agreement within sixty (60) days of service of the demand for arbitration, the arbitrator will be chosen by the Superior Court of the County of Orange from its arbitrator panel. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. Notwithstanding the foregoing, any fee for initiating arbitration must be paid by the party initiating the arbitration. The prevailing party shall be entitled to reimbursement of reasonable attorneys' fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

### 13.0 Constellation1 CCPA Obligations

A. Constellation1 will only collect, use, retain, or disclose personal information of California consumers for the Contracted Business Purposes for which the Customer provides personal information or permit personal information access in accordance with their instructions. "**Contracted Business Purposes**" means the services and/or products described in this **Agreement** for which Constellation1 receives or accesses personal information. Any terms defined in the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General ("**CCPA**"), including "personal information" and "business purposes" carry the same meaning in this **Section 12**.

B. Constellation1 will not collect, use, retain, disclose, sell, or otherwise make personal information of California consumers available for Constellation1's own commercial purposes or in a way that does not comply with the CCPA. If a law requires Constellation1 to disclose personal information of a California consumer for a purpose unrelated to the Contracted Business Purpose, Constellation1 will first inform you of the legal requirement and give you an opportunity to object or challenge the requirement, unless the law prohibits such notice.

C. Constellation1 will limit collection, use, retention, and disclosure of personal information of California consumers to activities reasonably necessary and proportionate to achieve the Contracted Business Purposes or another compatible operational purpose.

D. Constellation1 will promptly comply with any request or instruction from you requiring Constellation1 to provide, amend, transfer, or delete the personal information of California consumers, or to stop, mitigate, or remedy any unauthorized processing.

E. If the Contracted Business Purposes require the collection of personal information from California consumers on your behalf, Constellation1 will provide a CCPA compliant notice addressing use and collection methods.

F. If the CCPA permits, Constellation1 may aggregate, deidentify, or anonymize personal information of California consumers so it no longer meets the personal information definition, and may use such aggregated, deidentified, or anonymized data for its own research and development purposes. Constellation1 will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data.

#### 2. Assistance with Your CCPA Obligations

A. Constellation1 will reasonably cooperate and assist you with meeting the your CCPA compliance obligations and responding to CCPA-related inquiries, including providing a template privacy policy for any website hosted by Constellation1 on your behalf, responding to verifiable consumer requests, taking into account the nature of the Constellation1's processing and the information available to Constellation1. The Constellation1's provision of a template privacy policy does not constitute and is not a substitute for legal advice.

B. Constellation1 will notify you immediately if it receives any complaint, notice, or communication that directly or indirectly relates either party's compliance with the CCPA related to the Contracted Business Purposes.

Specifically, Constellation1 will notify you within thirty (30) working days if it receives a verifiable consumer request under the CCPA.

4. **No Subcontracting.** Constellation1 will not use a subcontractor to provide the Contracted Business Services.

#### 5. CCPA Warranties

A. Both parties will comply with all applicable requirements of the CCPA when collecting, using, retaining, or disclosing personal information of California consumers.

B. Constellation1 warrants that it has no reason to believe any CCPA requirements or restrictions prevent it from providing any of the Contracted Business Purposes or otherwise performing under this Agreement. Constellation1 will promptly notify you of any changes to the CCPA's requirements that may adversely affect its performance under the Agreement.

### 14.0 Miscellaneous Provisions.

The following miscellaneous provisions shall apply to this Subscription:

14.1 Force Majeure. Neither party shall be deemed in default or otherwise liable under this Subscription if the inability or failure to perform its obligations under this Subscription arises out of causes beyond the control

and without the fault or negligence of said party. Such causes may include, but are not restricted to, fire, earthquake, flood, unusually severe weather, epidemic, quarantine restrictions, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, insurrection, sabotage, transportation delay, shortage of raw materials, shortage of energy, machinery or equipment, act of public enemy, embargo, war, acts of God or the public enemy, acts of the government (municipal, county, state or national) in its sovereign or contractual capacity, acts of the judiciary, any ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or similar cause beyond that party's control. If such event continues for more than thirty (30) calendar days, either party may terminate the Subscription upon written notice to the other party.

- 14.2 Authority. By executing this Subscription on behalf of a party hereto, by your signature, you represent that you maintain full authority to execute this Subscription, and thereby bind the applicable party to all covenants, duties and obligations contained herein.
- 14.3 No Assignment or Transfer. You may not assign or transfer this Subscription or any rights or obligations hereunder without prior written consent of Constellation1. Any such attempted assignment or transfer without Constellation1' consent will be null and void. Constellation1 may terminate this Subscription in the event of any such attempted assignment or transfer. Notwithstanding the foregoing, the merger, purchase or consolidation of you or your business into, by, or with any other entity shall not terminate this Subscription. The provisions of this Subscription shall bind the surviving parties.
- 14.4 Export Requirements. You may not export or re-export, directly or indirectly, the Software or any copy or adaptation in violation of any applicable laws or regulations. Without limiting the generality of the foregoing, hardware, software, technology or services provided under this Subscription may not be exported, re-exported, transferred or downloaded to persons or entities listed on the U.S. Department of Commerce Denied Persons List, Entity List of Proliferation Concern or on any U.S. Treasury Department Designated Nationals exclusion list, or to parties directly or indirectly involved in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations (15 CFR 744). By accepting this Subscription, you hereby certify that you are not located in (or a national resident of) any country under U.S. economic embargo, not identified on any U.S. Department of Commerce Denied Persons List, Entity List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations.
- 14.5 Governing Law. This Subscription is governed by and shall be construed in accordance with the laws of the State of California, USA, to the exclusion of any conflict of laws principles. All disputes relating to this Subscription will be brought before the applicable courts in Orange County, California, USA, and you irrevocably agree to submit to exclusive personal jurisdiction therein. The parties agree that the Uniform Computer Information Transaction Act (or any statutory implementation thereof) and the United Nations Convention on Contracts for the International Sale of Goods will not apply with respect to this Subscription or the parties' relationship.
- 14.6 Severability. If any term or provision herein is found or deemed by a court of competent jurisdiction to be illegal or unenforceable, they shall be severable from the remainder of this Subscription and shall not cause the invalidity or unenforceability of the remainder of this Subscription.
- 14.7 Waiver. Failure or delay in enforcing any right or provision of this Subscription shall not be deemed a waiver of such right or provision with respect to any subsequent breach. Provisions herein which by their nature extend beyond the termination of any license of Software will remain in effect until fulfilled.
- 14.8 Entire Agreement. This Subscription is the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Your additional or different terms and conditions will not apply. The Subscription terms may not be changed except by an amendment signed by an authorized representative of each party.
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