TERMS AND CONDITIONS OF SERVICE

THE PERSON WHO HAS SUBSCRIBED TO THIS SERVICE (THE "SUBSCRIBER" OR "YOU") MUST CAREFULLY READ ALL OF THE TERMS OF THIS AGREEMENT BEFORE CONSENTING BY CLICKING THE "I ACCEPT" BUTTON BELOW. CLICKING THE "I ACCEPT" BUTTON BELOW INDICATES SUBSCRIBER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ANY QUESTIONS CONCERNING THIS AGREEMENT SHOULD BE REFERRED TO support@faxburner.com.

1. Agreement.

This Agreement (the "Agreement") specifies the Terms and Conditions for access to and use of FaxBurner (the "Site") and describes the terms and conditions applicable to Your access of and use of the Site. This Agreement may be modified at any time by the Site upon posting of the modified agreement. Any such modifications shall be effective immediately. You can view the most recent version of these terms at any time at http://faxburner.com/site/fb-tos. Each use of the Service by You shall constitute and be deemed Your unconditional acceptance of this Agreement.

2. FaxBurner Services.

The Site has developed and licenses a system that allows Subscribers to send and/or receive faxes via an email address (the "Service"). Individually, the Services are:

(a) Free Fax: Free Fax includes the provision of a free temporary fax number that allows You to send and/or receive a fax via Your email address on a one-time basis. Each time You wish to send and/or receive a fax, You will receive a new temporary fax number. FaxBurner does not provide customer service to Free Fax.

3. Free Fax Usage.

As a Free Fax Subscriber, you will be assigned a temporary Free Fax number that will enable you to send and/or receive a fax to Your email address. Each time You wish to send and/or receive a fax, you may request and will be assigned a different temporary Free Fax number. YOU UNDERSTAND AND AGREE THAT THIS FAX NUMBER WILL BE SELECTED FOR YOU BY FAXBURNER BASED ON ITS AVAILABLE INVENTORY AND IN ITS SOLE DISCRETION. FaxBurner provides this free Service as an accommodation to You, and reserves the right to terminate Your free service at anytime without notice.

You will have the option to subscribe for additional services that FaxBurner or other members of the PhoneBurner network may offer as described on the FaxBurner website, all subject to the terms and conditions of this Agreement or another agreement specific to those additional services.

4. Fax Storage.

While your FaxBurner account is active, fax messages received via Your temporary FaxBurner number(s) will be stored and displayed in Your account. You acknowledge that the Site may change its practices and limitations concerning storage of fax messages, including, without limitation, the maximum storage space that will be allotted on the Site’s servers on Your behalf, at any time, as provided for herein. You further agree that this feature is provided as a convenience only for Subscribers and that the Site has no liability or responsibility whatsoever for the storage, deletion of, or failure to store any fax messages and/or other communications maintained and/or transmitted by the Service.

5. Privacy.

By accepting this Agreement, You expressly consent to the use and disclosure of Your personally identifiable and other personal information as set forth herein.

The Site does not guarantee or safeguard the confidentiality or privacy of Your transmissions. The Site acts as a passive conduit for the distribution and receipt of Your fax transmissions and will not monitor, edit, or disclose the contents of Your communications unless required to do so by law or in the good faith belief that such action is necessary to (1) conform to the edicts of the law or comply with legal process served on the Site; (2) protect and defend the rights or property of

FaxBurner and related entities; (3) act under exigent circumstances to protect the personal safety of its members and/or the public. You should also be aware and hereby agree that certain technical processing fax and email messages and their content by the Service may be required for technical processing.

The Site may collect personally identifiable information and disclose such information to third parties for business purposes, including running and enhancing the Service. In the context of using the Site, and this Service, we may track certain information about You, including, without limitation, the number and source fax transmissions, the URL that You just came from, which URL You go to next, what browser You are using and Your IP address. We use this information in the normal operation of the Site.

On our site, including in the context of Your Free Fax account, and/or via email, Your personally identifiable information may be used to provide You with electronic information, including promotional information such as found in ads or offers, both from third parties and in the context of your customer relationship with FaxBurner and other FaxBurner entities and/or business partners.

6. Proprietary Rights and Ownership.

(a) The Service and is owned and copyrighted by the Site and is protected by United States copyright and trademark laws. Through use of the Service, You may have access to information, communications, software, photos, text, graphics, images, and other materials (the "Content"). You do not have any ownership interest in the Content, the Service, or improvements or modifications to the Service.

(b) All Content included on this site is and shall continue to be the property of the Site or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. You acknowledge and agree that the Site is the owner of the Service and all data and Content contained therein. Nothing in this Agreement shall be construed to transfer any of the Site's proprietary or intellectual property rights to user.

(c) Any unauthorized use of the Content of this Site may violate copyright, trademark, patent, or other laws, including, without limitation, any attempt to decompile, reverse engineer, or disassemble software content, to remove any copyright or other proprietary notices, or to use the Site in any way other than as licensed in this Agreement.

(d) You agree that You are not the owner of any telephone number assigned to You by the Site. Ownership of such numbers is vested solely in the Site (which will assign one or more temporary number(s) to You for Your use during the term of this Agreement). You agree that each time You send and/or receive a fax, You will be assigned a new temporary phone number.

(e) You agree that You will not harvest, collect, steal or otherwise keep a record of the phone numbers owned by the Site, including temporary phone numbers assigned to You through the Service. You agree that You will not send faxes, either by broadcast or otherwise, including without limitation unsolicited fax advertisements in violation of federal law, to any number(s) owned by the Site and that YOU have harvested, collected, stolen or otherwise kept in violation of this Agreement. YOU UNDERSTAND THAT THE SITE IS THE OWNER OF ALL TELEPHONE NUMBERS PROVIDED AS PART OF THE SERVICE AND, THEREFORE, THE SITE HAS CERTAIN RIGHTS WITH RESPECT TO THE NUMBERS. IN THE EVENT YOU VIOLATE THIS PROVISION, THE SITE WILL PURSUE ALL LEGAL AND EQUITABLE REMEDIES, INCLUDING CIVIL AND CRIMINAL DAMAGES AND PENALTIES, DAMAGES FOR LOSS OF BUSINESS AND/OR USE, AND INJUNCTIVE RELIEF.

7. Confidential Information.

(a) Through use of the Service, You may have access to certain information that is confidential and proprietary to Provider (''Confidential Information''). You agree to protect all Confidential Information by using a reasonable degree of care to prevent the unauthorized use, dissemination, or publication of the Confidential Information.

(b) You agree that a breach of the confidentiality provisions of this Agreement will breach the security of the Service and thus would cause irreparable harm to the Site for which no adequate remedy at law exists. You therefore agree that in addition to any other remedies available, the Site shall be entitled to injunctive relief to enforce the terms of this Agreement.

8. Method of Acceptance.

You agree that by clicking the ''I Accept'' button below, You are accepting the terms and conditions in this Agreement for use of the Service and agree to be bound by this Agreement together with any other supplemental documents expressly incorporated herein.

9. License.

(a) The Site hereby grants, and You hereby accept, a nontransferable, non-exclusive, worldwide, license to use the Service, subject to the terms and conditions of this Agreement and for the period specified herein.

(b) You agree to use the Service for Your sole and exclusive personal benefit.

(c) You agree not to sublicense, assign, share, or transfer the Service in any way to a third-party, and agree that any attempt to do so in any way shall be null and void.

(d) All other use of the Content, as defined above, including but not limited to, modification, publication, transmission, participation in the transfer or sale of, reproduction, creation of derivative works from, distribution, performance, display, incorporation into another Web site, or in any other way exploiting any of the Content, in whole or in part, is prohibited without first obtaining the Site's written consent.

10. Registration for Service, Password and Security.

(a) To become a Subscriber so You can use the Service, You must register by providing the Site with current, complete and accurate information as prompted by https://faxburner.com/signup. You shall provide the Site with accurate, complete and updated registration information. You agree that You shall not knowingly provide inaccurate information with the intent to create a false identity or otherwise knowingly provide false or misleading information to the Service. This includes, but is not limited to providing a false name or email address.

(b) 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 Your account. You are entirely responsible for all usage and activity on Your account, including use of the account by a third party authorized by You to use Your account.

(c) You agree to notify the Site immediately of any unauthorized use of Your account or any other breach of security. Although the Site provides some encryption to protect certain personal information which is transmitted, You understand that Your faxes may be intercepted and used, and that all the risk associated therewith is solely Yours. You agree that the Site is the neutral host of the Service and has no responsibility or liability in relation to the faxes that You send or receive as part of Your use of the Service. As the Site does not and cannot review every fax created by You, You shall remain solely responsible for the content of Your faxes.

(d) You agree that the Site may rely on any data, notice, instruction or request furnished to the Site by You, which is reasonably believed by the Site to be genuine and to have been sent or presented by a person reasonably believed by the Site to be authorized to act on Your behalf.

(e) You shall notify the Site at support@faxburner.com of any known or suspected unauthorized uses of Your account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of Your password.

(f) Any fraudulent, abusive or otherwise illegal activity may be grounds for termination by the Site and referral to the appropriate law enforcement agencies.

(g) You acknowledge and agree that You will promptly notify the Site if You are aware of any person who, in Your good faith opinion, is or is intending to take unfair advantage of the Service provided by the Site.

(h) The Site reserves the right to send email or faxes to You for the purposes of informing You of applicable offers, changes or additions to the Service or any related products and/or services.

11. Subscriber Conduct.

(a) The Site retains the right, at its sole discretion, to determine whether a Subscriber's conduct is consistent with the letter and spirit of the Terms of Service Agreement or Conditions or Policies and Procedures of the Site and may terminate Service if a Subscriber's conduct is found to be inconsistent with said Terms of Service Agreement and/or Conditions and/or Policies and Procedures.

(b) You are fully responsible for the contents of Your transmissions through the Service. The Site simply acts as a passive conduit for you to send and receive information of Your own choosing. The Site does not take responsibility for monitoring any usage of the Service. It is Your responsibility to ensure that all usage of the Service complies with all applicable laws, including local, state and federal law, as well as these Terms and Conditions. However, the Site reserves the right to take any action with respect to the Service that the Site deems necessary or appropriate in its sole discretion, if the Site believes that You or Your information may create liability for the Site, or may in any manner compromise or disrupt or the Service for You or other Subscribers.

(c) Any unauthorized use of the Service is expressly prohibited. You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under Your account or password, including the content of Your transmissions through the Service. By way of example, and not as a limitation, You agree not to:

(i) Use the Service in connection with chain letters, junk email, pyramid schemes, illegal or unethical testimonials, cross soliciting, money games, spamming or any duplicative or unsolicited faxes (commercial or otherwise), including, without limitation, unsolicited faxes as set forth under the Federal Telephone Consumer Protection Act of 1991 (TCPA) and the Junk Fax Protection Act of 2005;

(ii) Harvest or otherwise collect information about others, including email addresses or fax numbers, without their consent;

(iii) Create a false identity or forged email, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;

(iv) Transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;

(v) Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;

(vi) Libel, defame or slander any person, or infringe upon any person's privacy rights;

(vii) Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs;

(viii) Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Service;

(ix) Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;

(x) Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means;

(xi) Interfere with another Subscriber’s use and enjoyment of the Service or another entity's use and enjoyment of similar services;

(xii) Engage in any other activity that the Site believes could subject it to criminal liability or civil penalty or judgment;

(xiii) Transmit unsolicited fax advertisements through the Service in violation of the Federal Telephone Consumer Protection Act of 1991 (“TCPA”). Faxing unsolicited fax advertisements is illegal under the TCPA as well as in the European Union and other countries,

states, and provinces. Distribution of unsolicited fax advertisements through the Service is prohibited and doing so will result in termination of Your account; or (xiv) Use the Service to fax-blast, bulk fax, or otherwise attempt to broadcast a single document to many fax numbers at once, whether in violation or compliance with the TCPA and the Junk Fax Prevention Act of 2005.

(xiv) Use the Service to fax-blast, bulk fax, or otherwise attempt to broadcast a single document to many fax numbers at once, whether in violation or compliance with the TCPA and the Junk Fax Prevention Act of 2005.

12. Payments.

(a) The Site reserves the right at any time to charge fees for access to the Service or the Service as a whole. In the event that the Site so elects, it shall post a notice at an appropriate location on its website.

(b) If You register for the Premier Service, or purchase any other type of account or additional fee-based service from the Site, You authorize the Site to utilize its merchant account provider to charge Your account as provided during the purchase/enrollment process. You authorize the Site to charge Your account a monthly subscription fee.

(c) It is Your responsibility to keep Your payment information accurate and current with the Site. If a monthly payment cannot be processed, You will be given a minimum of six (6) business days notice to rectify the situation and make the payment. Failure to rectify the situation within six (6) business days will lead to a cancellation of the account as described below.

(d) If You contact the Site directly with a specific request for cancellation and refund, including substantial justification for the refund, the Site, in its discretion, may issue a full refund of Your first month's payment. No refunds are allowed for annual fee charge or any signup fee, including the shipment of physical goods. If You have concerns about the use of the Service, You must signup with the monthly fee option. Should the Site, in its discretion, make a refund outside of these conditions, the refund will not include a refund for the cost of physical goods delivered. In addition, if the Site, in its discretion, makes a refund for an annual payment, then the refund will be prorated to deduct the highest monthly fee paid by any customer for the months in which the annual service was used.

13. Idea Submissions.

The Site welcomes specific comments regarding the Service. If You send us creative suggestions, ideas, notes, drawings, concepts or other information (collectively "Information"), the Information shall be deemed, and shall remain, the property of the Site. None of the Information shall be subject to any obligation of confidentiality on the part of the Site and the Site shall not be liable or owe any compensation for any use or disclosure of the Information.

14. Trademarks.

PhoneBurner® is a registered trademark of PhoneBurner, Inc. Other product and company names mentioned on this Site may be trademarks of their respective owners.

15. Compliance with Laws.

You agree to comply with all applicable laws regarding Your use of the Site and Services provided therein. You further agree that information provided by You is truthful and accurate to the best of Your knowledge.

16. Indemnification.

(a) You agree to indemnify the Site and hold the Site harmless from any and all liability, losses, or damages the Site may suffer as a result of claims, actions, demands, costs, or judgments against it arising from or related to this Agreement, or in the alternative, in the event of any asserted claim, the Site shall provide You reasonably timely written notice of same, and thereafter You shall at Your own expense defend, protect and save harmless the Site against said claim or any loss or liability.

(b) If You fail to so defend and/or indemnify and hold harmless, then in such instance the Site shall have full rights to defend, pay or settle said claim on its own behalf without notice to You and with full rights to recourse against You for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

(c) Upon default, You further agree to pay all reasonable attorneys' fees necessary to enforce this Agreement.

(d) The indemnity obligations shall be unlimited as to amount or duration.

(e) The indemnity obligations shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

17. Limitation of Liability; No Warranty; Limitation of Damages.

(a) YOU EXPRESSLY AGREE THAT USE OF THE SERVICE PROVIDED BY THE SITE IS AT YOUR SOLE RISK.

(b) THE SITE SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY DAMAGES OR LOSS ARISING AS A RESULT OF YOUR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DOWNTIME OR UNAVAILABILITY THAT MAY ARISE. THE SERVICE IS PROVIDED "AS IS".

(c) IN NO EVENT SHALL THE SITE'S LIABILITY RELATED TO ANY OF THE SERVICES PERFORMED UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY YOU FOR THE SUCH SERVICES. THE SITE SHALL NOT IN ANY EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, AND DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF THE SITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS.

(d) THE SITE, ITS AGENTS, AFFILIATES, LICENSORS OR THE LIKE, DO NOT REPRESENT OR WARRANT, EXPRESSLY OR IMPLIEDLY, THAT THEIR SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THEIR SERVICES OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION SERVICE OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THEIR SERVICES, UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT.

(e) THE SITE, ITS OFFICERS, AGENTS, OR ANYONE ELSE INVOLVED IN PROVIDING SERVICES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE SERVICES; OR FOR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO PROVIDER'S RECORDS, PROGRAMS, OR SERVICES.

(f) THE SITE WILL EXERCISE NO CONTROL OVER THE CONTENT OF THE INFORMATION PASSING THROUGH THE SITE.

(g) THE SITE MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, FOR THE SERVICES IT IS PROVIDING. THE SITE ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT MAY BE SUFFERED BY YOU, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA RESULTING FROM DELAYS OR NON-DELIVERIES.

18. Use of Information.

The Site reserves the right, and You authorize us, to use and assign all information regarding site uses by You and all information provided by You in any manner consistent with our Privacy Policy.

The Site reserves the right to disclose information about sales and usage generated by the Service in forms that do not reveal Your personal identity.

19. Copyrights and Copyright Agent.

If You believe Your work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to our

Copyright Agent:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

(b) A description of the copyrighted work that You claim has been infringed;

(c) A description of where the material that You claim is infringing is located on the Site;

(d) Your address, telephone number, and email address;

(e) A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is FaxBurner and can be reached as follows:

By Mail: 27702 Crown Valley Parkway, Suite D-4, No. 127
Ladera Ranch, CA 92694

By email: support@faxburner.com

20. Applicable Law.

You agree that the laws of the state of California without regard to conflicts of law's provisions will govern these Terms and Condition of Use and any dispute that may arise between You and the Site or its affiliates. You expressly agree that exclusive jurisdiction for any claim or dispute arising from the use of the Site resides in the United States District Court for the Central District of California or a Superior Court for the State of California located in Orange County.

21. Severability.

If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

22. Termination.

The Site may terminate this Agreement at any time, with or without notice, for any reason. Upon termination, You shall no longer be entitled to use the Service and the licenses granted hereunder shall terminate and You shall immediately return or destroy all Proprietary Information, but the terms of this Agreement will otherwise remain in effect.

23. Contact Information.

HOW TO CONTACT US:

FaxBurner
(866) 451-1386
support@faxburner.com