

Terms of Use

Date of Last Revision: May 7, 2020

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(a) Account Registration and Use License: In order to access and use any Products/Services, you are required to open an account (“User Account”) by registering on this Website. When you register for your User Account you must provide true, accurate, current and complete information (“Account Information”), and you agree to update the Account Information in order to ensure that it is current. Upon proper registration and opening of a User Account, and subject to all of the terms and conditions of these Terms of Use, PCIS hereby grants to you the non-transferable right and license to use the Products/Services, solely for your own internal business purposes, until such time as either you or PCIS elect to terminate such right in accordance with these Terms of Use.

(b) Eligibility: As an express condition of being permitted to open a User Account, you represent and warrant that you have the legal capacity to enter into contracts under the law of the jurisdiction in which you reside, including, without limitation, being of sufficient age.

(c) Passwords: Upon registration on the Website, you will provide a password to access your account. You are responsible for maintaining the confidentiality of your password and for all of your activities and those of any third party that occur through your account, whether or not authorized by you. You agree to immediately notify PCIS of any suspected or actual unauthorized use of your User Account. You agree that PCIS will not, under any circumstances, be liable for any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your password.

No Legal Advice or Client Relationship

All information provided on this Website (including, without limitation, hypertext links, search mechanism, portals and documents) is for general information purposes only. It is neither intended as, nor should be considered, legal advice or opinions of any kind and may not be used for professional or commercial purposes. Neither the use of any such information, nor the transmission of materials or information to us by e-mail or otherwise, will establish any form of client or contractual or other relationship between PCIS and the user or sender.

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(a) Account and Use of Service: You may use your User Account for the Products/Services and/or Website only in accordance with these Terms of Use and only for lawful purposes. You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of their posting on or through the Website or any of the associated Products/Services.

(b) Fees: Some features of the Products/Services associated with this Website may only be accessed and used upon the payment of applicable fees ("Fee" or "Fees"). Fees may vary depending on usage in accordance with our current pricing policy. If you do not initially register for a version of a Product/Service that requires the payment of a Fee, you will nonetheless be permitted to use all of the features of the Product/Service for a period of fourteen (14) days (herein referred to as "Free Trial Period"). NOTWITHSTANDING ANYTHING CONTAINED HEREIN, ANY PRODUCT/SERVICE PROVIDED DURING THE FREE TRIAL PERIOD IS PROVIDED "AS-IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES OR INDEMNITIES. Upon the expiration of the Free Trial Period, you will only be able to access and use those features of a Product/Service, the use of which do not require the payment of a Fee, unless you subsequently upgrade to a paid version of the Product/Service. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such applicable taxes, levies, or duties. All Products/Services are provided in accordance with these Terms of Use, whether it is provided as a paid subscription or Free Trial Period of the Product/Service. The Free Trial Period applies only to your initial first use of a Product/Service, if offered. You may only use a Free Trial Period once per domain. Any attempt to use a Free Trial Period more than once for the same domain is a violation of these Terms of Use and may result in immediate suspension of our Products/Services to you and/or the domain and/or immediate termination of your User Account, without notice to you.

(c) Refunds, Upgrading and Downgrading: Refunds are processed according to our fair refund policy. Any upgrade, downgrade, or cancellation of your Product/Service subscription will result in the new Fees being charged at the next billing cycle. There will be no prorating for downgrades or cancellations in between billing cycles. Downgrading or cancelling your Product/Service may cause the loss of features or capacity of your User Account. PCIS does not accept any liability for such loss.

(d) Cancellation and Termination by You: You are solely responsible for properly canceling a Product/Service and/or terminating your User Account. An email or phone request to cancel a Product/Service and/or terminate your User Account is not considered cancellation or termination. You may cancel a Product/Service at any time. To cancel a Product/Service, you must unsubscribe from the connection under your User Account. If your account has more than one active Product/Service, you must unsubscribe from each connection explicitly that you wish to cancel. You may terminate your User Account at any time. However, a User Account with one or more active Product/Service connections(s) cannot be terminated until all associated Product/Service connections/subscriptions have been cancelled. To terminate your User Account, you must execute the "Delete Account" command in your User Account. When a User Account is deleted, all associated User Content may be retained in our system for up to one (1) year from the date of deletion, with the exception of accounting related information. Account related information is retained in our systems for accounting purposes, and therefore cannot be deleted. The cancellation of a User Account will take effect at the end of your billing cycle. Your billing cycle is determined by your current prepayment model (monthly or annual). Please note that we do not provide refunds for any unused portion of a billing cycle. The Terms of Use described above for Cancellation and Termination by You apply only to non-Enterprise accounts. Enterprise accounts are governed by the terms and conditions outlined in the Service Agreement that was entered into by you when the Enterprise account was established. The terms and conditions of an Enterprise account are in addition to these Terms of Use described here. Any changes to an Enterprise account must be discussed directly with your designated Account Manager at PCIS.

(e) Termination and Suspension by PCIS: PCIS may terminate your user account and/or these Terms of Use at any time and for any reason without notice to you. We may also suspend our Products/Services to you at any time, with or without cause. If we terminate your user account without cause, we will refund a prorated portion of your monthly prepayment. We

will not refund or reimburse you if we terminate your user account for cause, including (without limitation) for a violation of these Terms of Use.

(f) Effect of Termination: Once your user account is terminated, we may permanently delete your user account and any or all user content associated with it. Except where an exclusive remedy may be specified in this Terms of Use, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms of Use. All sections of this Terms of Use which by their nature should survive termination will survive, including without limitation, accrued rights to receive payment, use restrictions and indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability.

(g) Prohibited Conduct: You agree not to use the Website or any associated Products/Services: (i) posting any (1) information which is incomplete, false, inaccurate or not your own, (2) trade secrets or material that is copyrighted or otherwise owned by a third party unless you have a valid license from the owner which permits you to post it, (3) material that infringes on any other intellectual property, privacy or publicity right of another, (4) advertisement, promotional materials or solicitation related to any product or service that is competitive with any of the Products/Services associated with this Website or (5) software or programs which contain any harmful code, including, but not limited to, viruses, worms, time bombs or Trojan horses; (ii) impersonating another person; or, (iii) engaging in or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any city, provincial, territorial, state, national or international law or regulation, or which fails to comply with accepted Internet protocol. In addition, you agree not to violate or attempt to violate the security of the Website, associated Products/Services or PCIS' system or network security, including, without limitation, the following: (1) accessing data not intended for users of the Website or associated Products/Services, or gaining unauthorized access to an account, server or any other computer system; (2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; (3) attempting to interfere with the function of the Website, associated Products/Services, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "mailbombing", "crashing", or sending unsolicited e-mail, including promotions and/or advertising of products or services; or (4) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting or (5) transmitting, importing, uploading, or incorporating any financial or medical information of any nature, or any sensitive personal information (e.g., Social Security numbers, driver's license numbers, birth dates, personal bank account numbers, passport or visa numbers, credit card numbers, passwords and security credentials). Violations of the Websites, associated Products/Services or PCIS system or network security may result in civil or criminal liability.

In addition, you agree not to, directly or indirectly: (A) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Products/Services or any software, documentation or data related to or provided with the Products/Services; (B) modify, translate, or create derivative works based on the Products/Services; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Products/Services; (C) use or access the Products/Services to build or support, and/or assist a third party in building or supporting, products or services competitive to the Products/Services associated with this Website; (D) remove any proprietary notices or labels from the Products/Services; or (E) otherwise use the Products/Services outside of the scope of the rights expressly granted herein. You agree to use the Products/Services only for your own internal business operations, and not to transfer, distribute, sell, republish, resell, lease, sublease, license, sub-license or assign the Products/Services or use the Products/Services for the operation of a service bureau or timesharing service.

(h) Your Data: You will retain ownership of any data, information or material originated by you that you transmit through the Products/Services ("user content") – for example, user content from your accounts with third party services (e.g., Zoho Inventory, Zoho CRM) that passes through the Products/Services. You shall be solely responsible for the accuracy, quality, content and legality of user content, the means by which user content is acquired and the transmission of user content outside of the Products/Services. You represent and warrant that you have all rights necessary to transmit user content through the Products/Services and to otherwise have user content used as part of the Products/Services or as otherwise contemplated herein.

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(j) Aggregated and/or Anonymized Data: Notwithstanding anything to the contrary set forth herein or otherwise, PCIS will have the right to collect and analyze data and other information relating to the provision, use or performance of the Website and/or associated Products/Services and related systems and technologies (including information concerning user data and data derived therefrom), and to aggregate and/or anonymize all such data and information. PCIS will be

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(k) **Your Use of Website and/or associated Products/Services to Send Communications:** You acknowledge that (i) you exclusively are responsible for and control the timing, content, and distribution of all telephonic or electronic communications made or initiated to any person or entity in connection with your use of this Website and/or associated Products/Services and (ii) any such communications are made or initiated only as a result of your actions. You further warrant that all telephonic or electronic communications made or initiated in connection with your use of the Website and/or Products/Services comply with all applicable local, provincial, state and federal laws, before you make or initiate any telephonic or electronic communication through the Website and/or associated Products/Services.

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