

## ZucoraHome.com Conditions of Use

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Risk of loss and title for items purchased from ZucoraHome.com pass to you upon our delivery to the carrier or, if such items must cross an international border, then risk of loss and title pass to you when they clear customs.

### **Returns, Refunds and Title**

ZucoraHome.com does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, ZucoraHome.com does not take title to the refunded item. ZucoraHome.com reserves the right at any time to reject, correct, cancel or terminate any order for any reason whatsoever.

### **Product Descriptions**

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**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.**

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at Zucora Inc., 552 Clarke Road, London, Ontario N5V 3K5. The arbitration shall proceed in accordance with the provisions of the Arbitration Act Ontario. The arbitration shall be held in London, Ontario.

**We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

(Not applicable to Quebec consumers) By using any ZucoraHome.com Service, you agree that the Canadian Arbitration Association Rules for Arbitration, applicable Canadian law and the laws of the province of Ontario, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and ZucoraHome.com.

For Quebec consumers: These Conditions of Use and any dispute of any sort that might arise between you and ZucoraHome.com shall be governed by the laws of the Province of Quebec, without reference to its conflict of laws provisions, and the laws of Canada applicable therein, and any disputes will be submitted to the courts of competent jurisdiction of the District of Montreal (Quebec).

## Site Policies, Modification, and Severability

Please review our other policies, such as our pricing policy, posted on the ZucoraHome.com site. These policies also govern your use of ZucoraHome.com Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time by posting notice on the ZucoraHome.com site. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## Our Address

Zucora Inc.  
552 Clarke Road  
London, Ontario, Canada N5V 3K5

## Additional Zucora Software Terms

The following terms ("Software Terms") apply to any software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with ZucoraHome.com Services (the "Zucora Software").

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- 2. Use of Third-Party Services.** When you use the Zucora Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third-party services may be subject to the separate policies, terms of use, and fees of these third parties.
- 3. No Reverse Engineering.** You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Zucora Software, whether in whole or in part, or create any derivative works from or of the Zucora Software.
- 4. Updates.** In order to keep the Zucora Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.
- 5. Export Regulations.** You must comply with all export and re-export restrictions and regulations of Global Affairs Canada, the U.S. Department of Commerce and other Canadian and U.S. agencies and authorities that may apply to the Zucora Software.

## **Notice and Procedure for Making Claims of Intellectual Property Infringement**

If you believe that your intellectual property rights are being infringed, please submit your complaint in writing to us at the address below.

We respond quickly to the concerns of rights owners about any alleged infringement, and we terminate repeat infringers in appropriate circumstances.

We offer the following alternative to our online form for copyright complaints only. You may submit written claims of copyright infringement to us at:

Zucora Inc.  
Attention: Legal Department  
552 Clarke Road  
London, Ontario, Canada N5V 3K5

Written claims concerning copyright infringement must include the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- 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;
- 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.