

AccessiSITE.com Terms of Use

Last update: December 31, 2020

These Terms of Use (the “Terms of Use”) are intended to regulate the use of the AccessiSITE System, (defined hereunder) offered by Applex Marketing, LLC, (Company) and Licensee (as such terms are defined below). All Licensees making use or attempting to use the AccessiSITE System or receiving the Services (defined below) confirm having read this document and agreeing to these Terms of Use, including the terms of the Privacy Policy contained in a separate document available on the Website through a link, such as they are and without exception. If you do not agree to these Terms of Use or any part thereof, you are required to cease your use of the AccessiSITE System and discontinue consumption of the Services, and to immediately notify the Company thereof, in writing.

The Company may update, expand, edit or alter the Terms of Use, including the Privacy Policy, from time to time and at its sole discretion. Updates and changes to the Terms of Use will go into effect immediately, and notifications thereof will appear on the Website and/or be sent to the e-mail addresses of Clients who have consented to receive emails from the Company and whose e-mail addresses are in the possession of the Company. The most current Terms of Use will appear on the Website under the “Terms of Use” link on the Website’s homepage. Use of the AccessiSITE System or receipt of the Services constitutes agreement to the Terms of Use, as may be amended from time to time, in accordance with their most current version appearing on the Website.

Should any conflict or inconsistency exist between the provisions of the Terms of Use set out herein and information appearing on any other pages of the Website, the terms of these Terms of Use shall govern.

You are invited to contact the Company regarding any topic by using the contact information found at the bottom of the Terms of Use.

General

1. The Terms of Use may employ gendered language solely for convenience; all provisions hereof are intended for women and men alike. Any references to “including” or “includes” means “including (or includes) without limitation.”
2. Section titles are provided solely for convenience and should not be considered for the purpose of interpreting these Terms of Use or their validity.
3. For the avoidance of doubt, it is clarified that these Terms of Use do not replace and/or derogate from the terms of use of any Reseller or third parties, should any such apply and as applicable, but are rather complementary thereto; provided, however, that in the event of a conflict therewith, these Terms of Use shall govern.
4. Definitions. The following terms shall have the meanings ascribed alongside them unless explicitly stated otherwise:

- a) "AccessiSITE System" means the web-accessibility services and any additional services or products the company will provide under the AccessiSITE brand including the company's website,
- b) "ACE System" means the Accessibility Compliance Evaluation system for evaluating and reporting a website's level of accessibility compliance as operated by the Company,
- c) "License" means a license to use the Services of the Company for one (1) Licensee website, subject to and in accordance with these Terms of Use.
- d) "Licensee" means whoever purchases a License for the Services, enabling the use of the AccessiSITE System on the Website in order to receive the Services,
- e) "Standard" means WCAG 2.1 level AA success criteria.
- f) "Services" means the website accessibility services provided by the Company through the AccessiSITE System.
- g) "Website" means AccessiSITE's website at <https://accessisite.com>

Use of the AccessiSITE System

A Licensee may only use the AccessiSITE System in accordance with the rules set out hereunder. Use of the AccessiSITE System shall be made only as set out in these Terms of Use, unless express prior written consent of the Company to do otherwise, is obtained. Without derogating from the generality of the foregoing:

1. When using the AccessiSITE System or receiving the Services, you may not impersonate a different person or business organization;
2. You may not: (i) copy, modify, create any derivative work of; or (ii) reverse assemble, decompile, reverse engineer, or otherwise attempt to impact upon or derive source code (or the underlying ideas, algorithms, structure, or organization);
3. You may not breach or impair, in any manner, any intellectual property rights existing in the AccessiSITE System, including without limitation, copyrights, patents, trademarks, or any other proprietary rights, whether belonging to the Company or any third party;
4. You may not use the AccessiSITE System and/or the Services in any manner contrary to or inconsistent with these Terms of Use, nor (without derogation from the generality of the aforementioned), in any manner which is illegal, immoral, or contrary to public policy;
5. You may not use the ACE System in any manner that could damage, disable, overburden, or impair ACE System's reporting services; and
6. The AccessiSITE System and the Services are provided "as is," and are only intended to be used by the Licensee on the website for which Licensee has obtained a License. For the avoidance of doubt, the Licensee is not permitted to transfer and/or sell its License to any other third party.

Sales, Purchase, and Termination Policy

1. Upon purchasing a License, the Licensee agrees and confirms that it is engaging in a “Software as a Service” agreement (“SaaS”), whereby it purchases a License for the AccessiSITE System in order to embed the end-user interface (i.e., plug-in) of the system into a specific website, with the AccessiSITE System installed and operated from the Company’s servers. The Licensee is not purchasing the AccessiSITE System or any part thereof, including without limitation, the code and/or supporting files and/or databases and/or any other component of the software that, either jointly or severally, comprise the AccessiSITE System. For the avoidance of doubt, it is clarified that after the script has been embedded, no further use of the script and/or the License may be made for any other domain name or any other website operated by the Licensee other than the Licensee Website. The Licensee will be required to purchase a new dedicated License from the Company for any other website.
2. The AccessiSITE System is only compatible for use by users on the following operating systems and browsers: Chrome, Firefox, Safari, Microsoft Edge, Internet Explorer 11, Android 8, and iOS10. The functionality of the AccessiSITE System requires that the Licensee websites in which they are embedded be websites based solely on HTML files and tags and that the source code be written according to the Standard of the World Wide Web Consortium (“W3C”), without any errors or validation warning in W3C’s troubleshooting inspections; please note that Licensee changes to such website may impact the functionality of the Service. By way of example, AccessiSITE System does not support other components, such as Canvas, Flash, and/or SVG.
3. The License is for the use of the Licensee only on one website, is limited as set forth in these Terms of Use and may not be sold and/or transferred and/or assigned unless the License is purchased by a Reseller under a reseller agreement or any other specified agreement.
4. The License is purchased through the Website, using the means of payment available on the Website as of the purchase date.
5. The License may be purchased on an annual basis and is renewed automatically unless the Licensee requests otherwise from the Company in writing. Notwithstanding, the License may be purchased on a recurring monthly basis provided the Company approves.
6. The Company reserves the right to replace and/or alter, from time to time, the means of payment available on the Website, as well as to update the price of the License, as well as to collect different prices from different Licensees and Resellers, at the Company’s sole discretion and without need for justification.
7. The transaction may be terminated within 14 days of submission of the purchase order, less any cancellation fee under applicable law. In order to terminate the transaction, the Licensee and/or the Reseller must e-mail info@AccessiSITE.com, with its full name, identifying information, or company number, the domain name for which the termination is sought, and a copy of the transaction receipt.
8. The Licensee may terminate its engagement with the Company at any time, subject to payment of all sums owed to the Company.

9. The Company reserves the right to transfer its rights and obligations under these Terms of Use to any third party, provided the rights of the Licensee are not adversely affected.
10. The Company reserves the right to terminate the transaction and/or the License at any time, without justification to the Licensee, by providing the Licensee a 30-day prior notice. Should the Company terminate the License, the company shall refund the Licensee for any period paid for that is post-termination.

Website Accessibility, Malfunctions, and Issues

1. The Company exerts best efforts to ensure that, within 48 hours of the date the AccessiSITE System is embedded into the Licensee's website, the Licensee's website will become substantially accessible in accordance with the provisions of the Standard. Nonetheless, it is possible that, for reasons arising from the Licensee's website and/or changes and updates that may be performed, from time to time, by the Licensee, the Licensee's website may not be substantially accessible at any given time.
2. Should the Licensee provide the Company with a warning regarding an error or deviation from the provisions of the Standard, the Company will act to the best of its abilities to instruct the Licensee on how to repair such deviation, as noted in the warning, and to restore the Licensee Website's accessibility in accordance with the Standard, within a reasonable time of receiving such warning from the Licensee. Any Licensee warning concerning a breach must be as clear and specific as possible and refer to the component of the Licensee Website that is not accessible. For the avoidance of doubt, the Company undertakes to repair such breach within the scope of AccessiSITE's System's technical capabilities
3. The Company grants solely to the Licensees, and solely during normal business hours via e-mail, technical support services, including assistance in operating the AccessiSITE System, solutions to malfunctions in the AccessiSITE System, use of the personal License account and similar technical and operational matters of payment, purchase, or termination of transactions.
4. The licensee agrees to cause its Client to report any malfunction or issue observed in the AccessiSITE System immediately to the Company by e-mail; upon receipt of such report, the Company undertakes to investigate the malfunction in a reasonably prompt manner.
5. The Company shall employ its best efforts to resolve malfunctions in the AccessiSITE System in a reasonably prompt manner. If the technology needed to resolve an issue does not exist, or if its implementation is not possible, the Company shall document the issue in its records and resolve it once this becomes possible on a technological level, subject to and in accordance with the Company's undertakings toward the Licensee.
6. The Company does not undertake to manage and/or resolve malfunctions or issues originating in the Licensee's website. For the avoidance of doubt, under no circumstances will any changes be made to the code in the Company's systems and/or platforms in order to adapt them to the peculiar needs of a Licensee's website.

Limitations of Liability and Licensee's Liability

1. The AccessiSITE System shall be provided to the Licensee "AS IS", and the Company shall not bear any liability for damages incurred by the Licensee and/or the Client and/or any representatives thereof on account of their use of the AccessiSITE System and/or the Services and/or products or services of third parties that interface with the AccessiSITE System. The Company provides no undertaking, representation, or warranty not specified in these Terms of Use, including without limitation any undertaking or representations with respect to the quality, reliability, accuracy, completeness, currency, or availability of the information appearing in the AccessiSITE System, the use thereof or their suitability for any particular purpose.
2. From time to time, the Company may update and/or upgrade the AccessiSITE System (including the Company's servers), which may cause a temporary interruption in the provision of the Service. The Company has no control over malfunctions that may occur, from time to time, in respect of the availability of the Service included in the AccessiSITE System, nor over services provided by third parties.
3. The Licensee is aware that the use of the ACE System reports may not accurately reflect a website's accessibility features, are not intended for legal or litigation purposes, cannot provide a good measure of discrimination, and may not substitute the need for legal consultation.
4. The Licensee is aware that the installation of the AccessiSITE System cannot guarantee that claims will not arise, and that embedding the AccessiSITE System in the Licensee Website does not, on its own, fulfill all the requirements of applicable law in respect of website accessibility (AccessiSITE does not remediate PDF files or create subtitles for videos, for example). The Company does not undertake that the Licensee Website will be 100% accessible at any given moment, owing to factors such as Licensee changes made to the Licensee Website, issues originating in the Licensee Website and/or limitations stemming from technological reasons. The Licensee irrevocably waives any claims against the Company from any liability, legal or otherwise, and that it shall assert no claims against the Company in this regard (including in relation to any Claims Support Services, if provided).
5. For the Company to be able to provide Claims Support Services, the Licensee shall, as a prerequisite, provide the Company with all information required by Company for such purpose. The Company shall not use such information other than for purposes of providing Claims Support Services.
6. The Licensee is aware that, as a security measure, in the event the Licensee's website requires deciphering more than 1,000 images and/or links per website per month, the AccessiSITE System will block such exceeding decipher requests, and the Company will contact the Licensee requesting that the Licensee decipher all images/links on its Licensee Website. The Company shall employ reasonable commercial efforts to instruct the Licensee on how to decipher such images/links. In the event the Licensee is unable or unwilling to implement the Company's instructions, the Licensee may notify the Company that it wishes to terminate its engagement with the Company, in which case the Company will fully refund Licensee for any fees paid with respect to the services related to the relevant Licensee Website.

7. The Licensee is aware that the Company does not treat URL parameters as pages, files and/or images. The Licensee has the responsibility to assure that all pages, files and/or images on the Licensee's Website can be accessed through a standard URL. For the avoidance of doubt, prior to the processing of any page, file and/or image, the AccessiSITE System omits all URL's parameters, such that a page, file and/or an image which shall be available only through URL parameters, shall not be processed through the AccessiSITE System. The Licensee is aware that the installation of the AccessiSITE System must be made directly within the BODY HTML tag of the Licensee's Website, and that the installation code must appear on the browser's "view source-code" feature. The installation of the AccessiSITE System may be executed either by: (i) the use of a plugin, (ii) the use of the installation code directly, (iii) the use of a third-party script manager, or (iv) the use of any other means if such mean meets the abovementioned requirements. The Licensee is aware that installing the AccessiSITE System in different ways than detailed herein, might cause certain parts of the AccessiSITE System to not properly perform.
8. The Licensee is aware that Geo-Blocking could prevent the Company from rendering the Services and/or the AccessiSITE System from performing properly. "Geo-Blocking" means: (i) a Licensee's Website being unreachable from certain locations; or (ii) a Licensee's Website redirecting to a different website based on user location.
9. It is the Licensees' responsibility to verify, prior to using the AccessiSITE Systems, that the AccessiSITE System is compatible with its needs and that its Licensee Website is properly maintained, including the intactness of its content management system, the lack of JavaScript errors and other various malfunctions in its console that may be caused by the programming language that runs in its web browser. After the Licensee embeds the AccessiSITE System onto Licensee Website, it is the Licensees' responsibility to test and verify the functionality of the AccessiSITE System on the Licensee Website to ensure that none of the abovementioned issues or others will prevent AccessiSITE System from performing. The Licensee shall have no claim regarding any incompatibility of the AccessiSITE System with its needs.
10. It is the Licensee's responsibility to verify, prior to using the AccessiSITE Systems, the integrity of the Licensee Website's connectivity, and that of the server on which it is stored, to the internet network and to Licensee's infrastructure (telephone, computer, and so forth). The Company shall not bear liability for any damage to the Licensee on account of the foregoing issues, for which the Licensee is responsible.
11. Without derogating from the foregoing, the Licensee agrees that, in any event and with respect to any of the AccessiSITE System or Services, the Company's liability towards it will be limited to a sum equal to the aggregate payments made by the Licensee to the Company with respect to the relevant Licensee Website in the six (6) months preceding a claim or alleged breach, and no more.
12. The Company is not responsible for the contents of documents and/or graphics files and/or other data found on the Licensee Website, including with respect to copyrights and/or patents and/or trademarks and/or accessibility of texts, pictures, attached PPT, EXCEL, WORD, PDF, audio, video, VIMEO or YouTube files, nor files of any other video provider, nor any other file of any kind for which Licensee is responsible.

13. The Company is not responsible for any loss and/or expense and/or damage incurred by the Licensee and/or any third party on account of its rendering the Licensee Website accessible, and full and exclusive liability in this regard remains with the Licensee. Similarly, the Company is not responsible for re-organizing the Licensee Website after the AccessiSITE System has been embedded. The Company shall not bear any responsibility for any damage, inconvenience or loss incurred by the Licensee, directly or indirectly, as a result of its use of the AccessiSITE System and the embedding thereof in the Licensee Website.
14. The Licensee shall bear sole responsibility for Licensee content appearing on the Licensee Website and for Licensee's compliance with laws applicable to it, including those relating to website accessibility. Without derogation, Licensee acknowledges that complying with applicable law requires it to consult an attorney; a matter that is beyond the scope of the technical Services rendered by Company. The Services rendered pursuant to these Terms of Use do not comprise, and Licensee hereby expressly exempts the Company from, examining website content and adapting it to applicable law and/or for examining the approvals required for the Licensee Website in respect of or connected to accessibility legal requirements. It is emphasized that these examinations fall under the exclusive responsibility of the Licensee and will be performed by the Licensee or legal counsel on its behalf, at Licensee's expense.
15. Without derogating from the release and limitation of liability set out above, in no event shall Company be responsible, and the Licensee exempts the Company from, any liability and/or duty and/or demand and/or claim arising prior to the completion of the accessibility rendering process on the Licensee Website using the AccessiSITE System.
16. In addition, and without derogating from the generality above, the Licensee shall indemnify and hold harmless the Company for any sum the Company bears and/or is required to incur for matters that are the Licensee's responsibility, in addition to legal expenses, attorneys' fees and other costs, to the extent applicable, within 30 days of receiving the Company's first written demand.
17. The Licensee undertakes to embed the system in a staging or testing website before installing the system on the Licensee Website, and, only after verifying that there is no malfunction or damage caused to such website, to embed the AccessiSITE System into its live or main Licensee Website.
18. The AccessiSITE System, based on software, hardware, and communications networks, are exposed to the inherent risks of such systems, including the risk of malicious software (viruses, trojan horses, etc.), wiretapping, hacking by hostile entities, impersonations and other online systems and scams. The Company invests its efforts in defending against these risks. Nonetheless, it is not possible, and the Licensee is aware that it is not possible, to ensure complete immunity, and there may be damages and/or losses incurred in the event that such risks are realized, including disclosure and/or corruption of information provided and/or presented in the AccessiSITE System, corruption of instructions/requests, unauthorized account actions, disruptions to the operation of the AccessiSITE System and/or their response time, including interruption, partial performance and/or late performance of instructions/requests, unavailability of

AccessiSITE System or the Services, etc., by virtue of such unlawful third party interference.

19. No conversation or correspondence with any Company employee or representative and/or other information provided by the Company shall be considered legal advice, and the Licensee shall have no claims to the contrary.

Intellectual Property

1. The intellectual property rights, including copyrights and trademarks (should any exist) in the AccessiSITE System or the Services or any other content included in the AccessiSITE System or the Services ("Company IP") belong solely to the Company, or to the third party that provided its permission for the Company to use them. You may not copy, distribute, publicly display, publicly perform, transfer to the public, amend, process, create derivatives of, sell or lease any part thereof, whether by yourself or in cooperation with any third party, in any way or using any means, whether electronic, mechanical or optical, using photographic or recording means, or through any other means, without receiving the prior written consent of the Company and/or the other rightsholders, as applicable, and subject to the terms of such consent (if any). This provision is also valid in respect of any processing, editing or translation performed by the Company on content input or provided by the Client to the AccessiSITE System. For the avoidance of doubt, and without derogation from the generality above, the databases, software, code, systems and applications, graphics files, media and audio files, written content, code content, and other materials, including designs and graphics, relating to the Company IP also belong to the Company, and it holds the exclusive rights thereto.
2. The Client is not entitled and will not be entitled to use the AccessiSITE System or any part thereof in a manner that breaches the provisions of these Terms of Use, or that could harm the rights of the Company and/or the rights of any third party, using any means, digital or otherwise, without the prior written consent of the Company
3. If and to the extent that consent is granted for the use of the Company IP, the Client must refrain from removing, deleting, or obscuring any notice or symbol concerning Company IP rights, such as copyright symbols (©) or trademarks (®) that accompany the content being used by the Client.
4. The trademarks and advertising messages of the advertisers in the AccessiSITE System is the sole property of such advertisers. Without derogating from the prohibitions above, no use may be made of these either, without obtaining prior written consent.
5. The name "AccessiSITE" and any trademarks and/or service marks or symbols are the property of the Company. The purchase of a License does not afford the Licensee the right to make use of any of the trademarks and/or service symbols for any purpose not expressly stated in these Terms of Use.
6. Upon purchasing a license, the Licensee approves the Company's disclosure of the fact that it provided and/or provides the Services to the Licensee, and that the AccessiSITE System is embedded in the Licensee's website. The Licensee further confirms that the Company may make use of its trade name and the address of the website in which the

AccessiSITE System is embedded and may make worldwide and indefinite use of the Licensee's logo, for the Company's marketing purposes.

7. The provisions of this intellectual property clause shall apply notwithstanding the cessation of the provision of the Services upon the conclusion of the License, for any reason.
8. The provisions of this section do not derogate from the provisions of any law or from any rights afforded the Company by law.

Termination of Services

The Company may, from time to time and without prior notice, limit or terminate a Client's access to the AccessiSITE System and the Services and refuse to provide it with such access, in the event of one of the following instances (without derogating from any other remedy afforded the Company by law):

1. If a Licensee or Client breaches these Terms of Use;
2. If the Company is unable to verify and/or validate information provided by a Licensee or Client or if the Company reasonably believes the information provided by a Licensee or Client is incorrect or inaccurate, in both such instances after Company makes reasonable efforts to communicate with a Licensee or Client without avail;
3. If the Company reasonably believes that a Licensee or Client's use of the AccessiSITE System and/or the Services is giving rise to the monetary risk and/or fraud of any kind and/or raises concerns of such;
4. If the Company reasonably believes that a Licensee or Client's use of the AccessiSITE System and/or the Services is overloading its systems and taking too many resources due to technical issues with Client or Licensee site, or with the Company's systems or any for any other technical reason; or
5. If the Company reasonably believes that a Licensee's or Client's actions may cause a monetary loss and/or payment and/or create legal liability for the Company towards any third party.

Choice of Law and Jurisdiction

These Terms of Use are subject solely to the laws of the State of Florida, with sole and exclusive jurisdiction over any dispute arising hereunder to be adjudicated in the competent courts of the State of Florida.

Last modified: December 31, 2020

For further information and clarifications, please contact: info@AccessiSITE.com

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