

**CONTRACT NAME: AGREEMENT BETWEEN EFAX CORPORATE SERVICES
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: DJUSD will transition to an online faxing system, phasing away using hard copy faxing with fax machines. eFax provides a secure platform that will send and receive faxes via email. eFax will be used in District Office departments only for the remainder of the 2018-2019 school year.

FISCAL IMPACT: The \$510 monthly fee is included in the approved budget.

eFax Customer Agreement

These Terms of Service are effective on July 2, 2014, for current administrators and users, and upon acceptance for new administrators and End users.

1. j2 CLOUD SERVICES TERMS OF SERVICE

This Agreement is between you ("you" or "your"), as an authorized user of the eFax Corporate® services described in Section 2 below (the "Corporate Service(s)" or the "Service(s)"), and j2 Cloud Services, Inc. ("j2 US"), a Delaware corporation, and/or j2 Global Ireland Limited ("j2 Ireland"), an Irish corporation (each, the "Company"), as specified in the following paragraph, and governs the terms and conditions of your use of the Services.

Your Services are provided to you and you are legally a customer of (i) j2 US if you are issued a Service telephone number that is local to the U.S. or Latin America and (ii) j2 Ireland if you are issued a Service telephone number that is outside of the U.S. and Latin America. You will receive your billing statements, however, from j2 US if you reside in the U.S. or Latin America and from j2 Ireland if you reside outside of the U.S. and Latin America.

The Services are provided to Customers under the terms and conditions of this Terms of Service and all operating rules, policies, price schedules, and other supplemental documents referred to in this CUSTOMER AGREEMENT or published from time to time by the Company (collectively, the "CUSTOMER AGREEMENT"). This CUSTOMER AGREEMENT (which includes the supplemental documents which are expressly incorporated herein) comprises the entire agreement between Customer and the Company and supersedes all prior agreements between the parties regarding the subject matter contained herein. Notwithstanding the foregoing, Customer's use of any software provided by the Company and related to the Service(s) shall be pursuant to a separate agreement governing Customer's use of such software. BY COMPLETING THE REGISTRATION PROCESS AND CLICKING THE "I ACCEPT" BUTTON, CUSTOMER IS INDICATING ITS AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT.

1.1 CUSTOMER'S END USERS

CUSTOMER AGREES THAT IT IS RESPONSIBLE FOR ALL INDIVIDUAL END USERS, INCLUDING ADMINISTRATORS AS DEFINED BELOW, WHO ACCESS AND/OR USE THE SERVICE THROUGH CUSTOMER'S CORPORATE ACCOUNT ("End Users").

Accordingly, the terms, conditions, restrictions and obligations of this CUSTOMER AGREEMENT applicable to Customer (excluding Customer's payment obligations to the Company) shall be construed also to apply to all Customer's End Users, and Customer shall be liable for any breach hereof by any of Customer's End Users. Customer understands and agrees that Customer will have the ability to access all Customer's End Users' account activity, including Customer's altering the configuration of Customer's End Users' accounts. Customer will provide to Customer's End Users all due notices and information regarding Customer's ability to access, view and control Customer's End Users' use of the Service; and Customer will provide Customer's End Users with sufficient written instruction to ensure Customer's End Users use the Service in compliance with the terms, conditions, obligations and restrictions set forth herein. Customer acknowledges and agrees that the Company's "free" services, such as eFax Free® and jConnect Free and eVoice Free® ("Free Services") are for PERSONAL, NON-COMMERCIAL USE ONLY. The Company is permitted from time-to-time to audit Customer's use of the Company's Free Services by comparing Customer's internal email domain name extensions with the email domain name extensions associated with the Company's Free Service

accounts. Customer agrees to provide the Company upon request with a list of all of domain name extensions used by Customer for its internal email, and to update that list from time-to-time as domain name extensions are added or deleted. In the event the Company discovers that any Free Service account has an email domain name extension identical to any of Customer's internal email domain name extensions, the Company will notify Customer and Customer will be required to either terminate the violating Free Service account or add that account to their account under this CUSTOMER AGREEMENT. Customer agrees to this CUSTOMER AGREEMENT) at the pricing applicable under this CUSTOMER AGREEMENT.

1.2 CUSTOMER'S ADMINISTRATOR

Once Member's eFax Corporate® account is activated, the Company will automatically send by email, a unique Corp ID and password to the individual designated by Member in the registration process as Member's administrative contact (the "Administrator"). The Administrator can access eFax Corporate's Web-based administrative tool using the Corp ID and password at the Web site designated by the Company (the "Administrative tool"). Through the Administrative Tool, the Administrator can assign, reassign or unassign Service telephone numbers to Member's Users. Member acknowledges and agrees that all Service telephone numbers assigned, reassigned or unassigned through the Administrative Tool shall be deemed to be active accounts for billing and all other purposes under this ETS. In order to remove a Service telephone number from Member's account, and thereby avoid charges for that account, Member must send an email to CorpOrders@j2.com requesting the removal (deactivation) of said Service telephone number. If you begin the sign up process for the eFax Corporate service process but fail to complete the process, the Company may contact you in an effort to help you sign up for the services or other Company services that may be of interest. You hereby authorize the Company to make such contact, even if you ultimately determine not to sign up for the Service.

2. DESCRIPTION OF SERVICES

The Company is providing Member with a capability to send and receive fax documents using electronic mail ("email") pursuant to the terms set forth herein. Member must: (1) provide all equipment necessary to receive email; (2) provide its own email address to which the fax documents will be routed; and (3) provide for its own access to an email service and pay any access, service or other fees associated with such email services.

2.1 DESCRIPTION AND PRICE OF CORPORATE SERVICE

The Corporate Service currently known as "eFax Corporate" is described here. The price schedule for this Corporate Service, which is incorporated herein by this reference, is available here. EXCEPT AS OTHERWISE AGREED, YOU ACKNOWLEDGE THAT BY USING THE CORPORATE SERVICE YOU ARE AGREEING TO A MINIMUM \$100 PER MONTH SERVICE COMMITMENT PER ACCOUNT.

a. General

If you signed up for the thirty (30) day trial offer, the activation fee and the subscription fee will be waived for any DID's added in the first thirty days from account creation. For DID's added after the first thirty days, you will be charged a \$12.95 activation fee for all DID's and \$12.95 subscription fee for local DID's and a \$14.95 subscription fee for toll-free DID's. As part of this trial offer, you will receive a one-time credit of \$50 against your send usage which will expire sixty days following account creation. If you exceed the one-time \$50 credit, you will be charged for any overage above the \$50 credit. Also, as part of this trial offer, each DID will receive one hundred (100) inbound pages aggregated across the entire account and inbound overage will be charged at \$0.10 per page and outbound overage will be charged at the rates set forth here.

In addition to the Corporate Service, Customer has the option to order one of the Company's secure Corporate Services, "eFax Secure™" or TLS encryption. Please note that a Customer is unable at this time to order both eFax Secure and TLS encryption. Through eFax Secure, Customer receives the same services as eFax Corporate except that an email notification is sent upon receipt of a fax, which contains a secure link to access the fax from a secure 128 SSL bit encrypted storage Inbox dedicated for that telephone number. TLS encryption service enables the Company to route faxes to Customer through encrypted secure email. It ensures that all faxes sent to Customer through the Corporate Service will be routed through a single gateway and will be encrypted as they pass across the Internet. SMTP over TLS (SSL over SMTP) is implemented using the Extended SMTP (E-SMTP) protocol, and is detailed in RFC 3207. The Company TLS transmissions use enforced TLS via an X.509 certificate exchange. The use of TLS is negotiated between SMTP servers by use of a single Service Extension to SMTP, known as STARTTLS. If the request is accepted, the two servers will validate each other's certificates and the channel then becomes encrypted. After this point, all communications between the servers will be private. For inbound faxing, Customer's MTA (Mail Transfer Agent) provides its server certificate for authentication. For outbound faxing, the Company's MTA supplies its server certificate for authentication.

An additional \$2 service fee (above and beyond standard eFax Corporate fees) applies for each Service Telephone Number on an eFax Secure Account.

The following additional service fees (above and beyond standard eFax Corporate fees) apply for TLS encryption:

Activation Fee	Monthly License Fee per Account
\$100.00	\$100.00

b. Porting

The Company and Customer acknowledge and agree that Customer may be porting certain telephone numbers from Customer's current telecommunications carrier(s) to the Company's telecommunications carrier(s) to be placed in the Company's name ("Ported DIDs"-Direct Inward Dial). the Company's charges for these Ported DIDs depend on their location and quantity.

For United States locations, ports are priced based on the quantity of numbers being billed. For blocks of at least 100 DIDs, where an entire range from XX00 to XX99 are being ported ("block ports"), there is a one-time administrative fee of \$3.00 for each Ported DID, which will be invoiced on the monthly bill for the month in which Customer makes the request to port. In the event Customer requests that any such Ported DIDs be ported back to Customer, Customer will pay the Company a fixed administrative fee of \$100.00, plus \$3.00 per Ported DID requested to be ported back to Customer

For United States locations that are not block ports, there is a one-time administrative fee of \$15.00 for each Ported DID, which will be invoiced on the monthly bill for the month in which Customer makes the request to port. In the event Customer requests that any such Ported DIDs be ported back to Customer, Customer will pay the Company a fixed administrative fee of \$100.00, plus \$15.00 per Ported DID requested to be ported back to Customer.

For non-United States locations, ports must be priced on a case by case basis. The Company shall send in writing the cost of any port to Customer prior to initiating the port. The Customer can choose to agree in writing to this fee and move forward with the port or decline to port the numbers. The fee will be invoiced on the monthly bill for the month in which Customer makes the request to port. In the event Customer requests that any such Ported DIDs be ported back to

Customer, the Company shall identify in writing the fee and Customer shall agree in writing to pay the Company this fee.

Customer shall not delete from their account Ported DID(s) during the Term of the Agreement. Upon termination of this Agreement (other than termination due to a Default by Customer), the Company agrees, following receipt of a written request from Customer sent to corpporting@j2.com and received within 60 days of the termination date, to use commercially reasonable efforts to transfer back the Ported DID(s) to a telecommunications provider designated by Customer. In the event Customer fails to request to port any Ported DID(s) back to Customer within thirty (30) days of the termination of this Agreement, Customer shall no longer have a right to have any Ported DID(s) ported back to it.

CUSTOMER ALSO UNDERSTANDS AND AGREES THAT CUSTOMER WILL HAVE USE OF THE TELEPHONE NUMBER(S)(DID(s)) THAT ARE PROVIDED AS PART OF THE SERVICES ONLY UNTIL THE END OF THE TERM OF THEIR AGREEMENT WITH THE COMPANY OR UNTIL THE COMPANY NO LONGER PROVIDES THEM WITH SERVICES, EXCEPT IF THEY SATISFY THE REQUIREMENTS FOR PORTED DIDS SET FORTH ABOVE. THE COMPANY IS GRANTING CUSTOMER THE REVOCABLE PERMISSION TO USE SUCH DID(S) IN ACCORDANCE WITH THIS AGREEMENT FOR THE LENGTH OF THE TERM OF THE AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES THAT THE COMPANY IS THE CUSTOMER OF RECORD OF ALL DID(S) PROVIDED AS PART OF THE SERVICES AND, THEREFORE, THE COMPANY HAS CERTAIN RIGHTS WITH RESPECT TO THE DID(S), INCLUDING WITHOUT LIMITATION CERTAIN RIGHTS RELATING TO PORTING OF THE NUMBER(S) ("PORTING" IS CAUSING OR ATTEMPTING TO CAUSE NUMBER(S) TO BE TRANSFERRED, SWITCHED, OR OTHERWISE MOVED TO ANY OTHER SERVICE PROVIDER, TELEPHONE CARRIER OR ANY OTHER PERSON OR ENTITY). AS THE CUSTOMER OF RECORD FOR THE TELEPHONE NUMBER(S), THE COMPANY HAS A DIRECT RELATIONSHIP WITH THE TELEPHONE COMPANY THAT PROVIDES THE UNDERLYING TELECOMMUNICATIONS THAT SUPPORT THE SERVICES YOU RECEIVE FROM THE COMPANY.

CUSTOMER UNDERSTANDS AND AGREES THAT THE COMPANY IS NOT, ITSELF, A TELEPHONE COMPANY AND THEREFORE THE COMPANY IS NOT UNDER ANY LEGAL OBLIGATION TO PERMIT CUSTOMER TO PORT ANY TELEPHONE NUMBER(S) PROVIDED AS PART OF THE SERVICE UNLESS THEY ARE PORTED DIDS AND CUSTOMER SATISFIES THE REQUIREMENTS SET FORTH ABOVE. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER IS EXPRESSLY PROHIBITED FROM CAUSING OR ATTEMPTING TO CAUSE SUCH DID(S) TO BE TRANSFERRED TO ANY OTHER SERVICE PROVIDER, TELEPHONE CARRIER OR ANY OTHER PERSON OR ENTITY UNLESS THEY ARE PORTED DIDS AND CUSTOMER SATISFIES THE REQUIREMENTS SET FORTH ABOVE. IN THE EVENT CUSTOMER VIOLATES THE FOREGOING PROVISION, CUSTOMER AGREES TO IMMEDIATELY RETURN THE DID(S) TO THE COMPANY AND PAY THE COMPANY AN AMOUNT EQUAL TO US \$500 (OR THE EQUIVALENT IN LOCAL CURRENCY). CUSTOMER AUTHORIZES THE COMPANY TO CHARGE THE CREDIT CARD ON FILE FOR CUSTOMER'S ACCOUNT OR TAKE ANY OTHER MEASURES REQUIRED TO COLLECT THIS PAYMENT AND TO CAUSE THE DID(S) TO BE SO RETURNED. CUSTOMER AGREES THAT THIS PAYMENT REPRESENTS LIQUIDATED DAMAGES

REFLECTING A REASONABLE MEASURE OF THE ACTUAL OR ANTICIPATED HARM, DAMAGES CAUSED, AND ADMINISTRATIVE FEES INCURRED BY THE COMPANY FROM SUCH VIOLATION IN LIGHT OF THE DIFFICULTIES OF PROOF OF THE COMPANY'S LOSS AND THAT THIS PAYMENT IS NOT A PENALTY. SOME NON-US JURISDICTIONS DO NOT ALLOW LIMITATIONS TO BE PLACED ON CUSTOMER'S RIGHT TO PORT THE DID ASSIGNED TO YOU, SO SOME OF THESE LIMITATIONS MAY NOT APPLY IF CUSTOMER OR THE DID(S) ASSIGNED TO CUSTOMER ARE LOCATED IN SUCH A JURISDICTION. CUSTOMER UNDERSTANDS AND AGREES THAT FOLLOWING THE TERMINATION OF SERVICE FOR ANY REASON, THE DIDs PROVIDED BY THE COMPANY AS PART OF THE SERVICES AND ANY PORTED DIDs WHICH CUSTOMER FAILS TO REQUEST TO PORT AS SET FORTH ABOVE MAY BE RE-ASSIGNED IMMEDIATELY TO ANOTHER CUSTOMER, AND CUSTOMER AGREES THAT THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF ANY SUCH RE-ASSIGNMENT, AND CUSTOMER HEREBY WAIVES ANY CLAIMS WITH RESPECT TO ANY SUCH RE-ASSIGNMENT, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

2.2 PAYMENT FOR CORPORATE SERVICE

a. Customer agrees to pay all charges for the Corporate Services to which Customer subscribes at the prices and upon the terms set forth in this CUSTOMER AGREEMENT (including all documents incorporated herein) and as updated from time to time by the Company. Customer's payment obligation for the Corporate Services shall accrue on the date CUSTOMER AGREEMENT is agreed to by Customer (whether or not Customer has provisioned telephone numbers to its End Users or otherwise initiated use of the Services). All charges will be exclusive of value added tax ("VAT"), sales tax or other taxes, except as required by law. The Company reserves the right to change prices or institute new charges for access to or use of Corporate Services at any time upon not less than thirty (30) days' notice to Customer. All changes will be posted on the Enterprise.eFax.com World Wide Web site, and such posting shall be considered sufficient notice to Customer. Customer is responsible for regularly reviewing pricing information so posted to obtain timely notice of such changes. Continued use of Corporate Services or non-termination of Corporate Services after changes are posted constitutes Customer's acceptance of the prices and/or charges as modified by the posted changes.

b. For all offers except the thirty (30) day trial offer, the Company will charge, in arrears on a monthly billing cycle, to the credit card account provided by Customer all activation, subscription, and usage fees, which charges are hereby authorized by Customer. For the thirty (30) day trial offer, the Company will charge, in advance on a monthly billing cycle which will begin the first day of the month after the end of the trial period, to the credit card account provided by Customer an amount for all activation, subscription, usage fees, and any other fees, such fees are hereby authorized by Customer. Additionally, for all offers, usage charges shall be charged to the credit card as certain billing thresholds are reached, as established by the Company, within any given billing cycle. Customer further agrees that the Company may submit charges for Customer's account without further authorization from Customer, until Customer provides prior notice that Customer has terminated this authorization or wishes to change Customer's designated card. If the payment method for Customer's account is by credit or debit

card and payment is not received by the Company from the card issuer or its agents, Customer agrees to pay all amounts due upon demand by the Company. In order to avoid interruptions in the Services caused by rejected credit or debit card charges, the Company reserves the right to update your credit or debit card details (such as expiration dates or new card numbers) where this is not prohibited by law. You understand and agree that the Company is entitled to obtain such updated card details, store them and use them to bill charges.

c. Alternatively, if Customer chooses to be invoiced, the Company will establish credit and user number limits as deemed appropriate based on Customer's credit history. In that case, the Company will invoice Customer on a monthly billing cycle either in arrears or in advance depending on the offer as set forth in Section 2.2(2) above, for all activation, subscription, and usage charges, which invoices shall be paid by Customer within thirty (30) days of the date of invoice. Invoices, including billing details, will be delivered to Customer via either mail or in electronic form via email or a webpage. Requests for invoicing outside of this standard must be requested via email to billinginquiries@j2global.com. If approved, the Customer will be charged an amount not to exceed \$35 per invoice request and the amount will be added to the next month's invoice. If Customer incurs charges beyond its established credit limit, the Company will be entitled to immediate payment for such charges. Payments not received within thirty days will accrue interest at a rate of one and one-half (1 ½%) percent per month, or the highest rate allowed by applicable law, whichever is lower. Payments shall be made in the currency of the pricing agreed upon by the Company and Customer, either U.S. dollars, British Pound Sterling or Euros.

d. Customer understands and agrees that any activation or other up-front fees are non-refundable, and that the monthly subscription fees are payable on a monthly basis. Cancellation on the first day, or any day, of a monthly period shall be considered as Customer usage for that monthly period and no refund shall be made for that monthly period. With respect to the Company outbound faxing service, the Company will bill you for each attempt made by the Company to send the fax where any transmission occurs whether or not the transmission is completed, such as instances when someone answers the call or transmission is interrupted before completion.

e. If Customer subscribed for eFax Corporate Services pursuant to a special offer granting Customer a thirty (30) day free trial period, Customer's activation fee for any Service telephone numbers activated after the free trial period and the monthly recurring fee, and any inbound and outbound usage charges, any activation fees and other fees, as applicable, will be PRE-AUTHORIZED AGAINST CUSTOMER'S CREDIT CARD OR DEBIT CARD LIMIT (meaning the amounts pre-authorized will not be considered available credit or debit funds in such account) and will be charged to Customer's credit or debit card, without further authorization from Customer, account creation. For Customers who elect to be invoiced, you will be invoiced in advance which will begin the first day of the month after the end of the trial period for the monthly recurring charge, any inbound and outbound usage charges, the activation fees and any other fees for the DIDs. If you cancel before the end of the thirty day period, you will only be responsible for any overages or amounts not included in the free trial. If you cancel after the thirty day period, you will be charged for the full month in which you cancelled unless you cancel on the first day of the month.

f. Customer agrees to reimburse the Company for all costs and expenses incurred by the Company in connection with the Company attempting to collect any amount due hereunder, including reasonable attorneys' fees and other costs of collection. In addition, the Company reserves the right to suspend or terminate Corporate Services without notice for any non-

payment of due charges, including but not limited to rejection of any credit or debit card charges or if Customer's card issuer (or its agent or affiliate) seeks return of payments previously made to the Company when the Company believes Customer is liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to the Company. In the event of suspension or termination for non-payment, a fee of \$100.00 will be charged to reactivate the account.

3. PRIVACY POLICY

The current Company privacy policy, which is incorporated herein by this reference, is available here. By accepting this CUSTOMER AGREEMENT, Customer expressly consents to disclosures and use of Customer's information as enumerated in the Company's [privacy policy](#).

4. MODIFICATIONS TO TERMS OF SERVICE AND PRIVACY POLICIES

The Company may amend this CUSTOMER AGREEMENT or its privacy policy at any time upon thirty (30) days notice by (i) posting a revised version of this CUSTOMER AGREEMENT or the privacy policy on the [Enterprise.eFax.com](#) World Wide Web site, and/or (ii) sending information regarding amendments to this CUSTOMER AGREEMENT or the privacy policy to the email address Customer provides to the Company. Customer is responsible for reviewing regularly the [Enterprise.eFax.com](#) World Wide Web site to obtain timely notice of such amendments. Customer's continued use of the Service after such thirty (30) day notice period shall be deemed acceptance by Customer of the amended CUSTOMER AGREEMENT or privacy policy. Otherwise, this CUSTOMER AGREEMENT and the privacy policy may not be amended except in writing signed by both parties

5. MODIFICATIONS TO SERVICE

The Company reserves the right to modify or discontinue the Service upon thirty (30) days notice to Customer. The Company shall not be liable to Customer or any third party should the Company exercise its right to modify or discontinue the Service.

6. MEMBER ACCOUNT, PASSWORD, AND SECURITY

As part of the registration process, Customer shall be required to provide an email address. Once registered as a Customer of the Service, a password and fax number automatically will be sent to Customer by email. Customer may change Customer's password to protect Customer's faxes by accessing the My Account section of the [Enterprise.eFax.com](#) World Wide Web site. Customer entirely is responsible if Customer does not maintain the confidentiality of Customer's password, fax number and account information. Furthermore, Customer entirely is responsible for any and all activities which occur under Customer's account. Customer agrees to notify the Company immediately of any unauthorized use of Customer's account or any other breach of security known to Customer.

7. FAX STORAGE

If you elect to have storage for your eFax Corporate account, the Company will store fax messages received through your eFax Corporate Number. The Administrator has the ability to set the retention period for stored faxes, measured from the date of receipt of such fax. You may access these faxes through the online eFax Message Center. You acknowledge that the Company may change its practices and limitations concerning storage of fax messages, including without limitation, the maximum number of days that fax messages will be retained, the maximum number of messages stored at any one time, and the maximum storage space that will be allotted on the Company's servers on your behalf, at any time, as provided for in Section 5. You further agree that, subject to applicable law, the Company has no responsibility or liability whatsoever

for the storage, deletion of, or failure to store any fax messages and/or other communications maintained or transmitted by the Services.

You further agree not to use the Services to store (1) any “protected health information” (as such term is used in the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191) unless you are using eFax Secure, or (2) any other type of information that imposes independent obligations upon the Company.

8. FAX SEARCH

If you have elected to have storage for your Corporate account, the Company will scan, perform optical character recognition and index the text of fax messages received through your eFax Corporate Number. The indexed text of these faxes will be searchable through the online eFax Corporate Message Center for as long as the faxes are stored there. The Company may also offer other features and functionality from time to time. You acknowledge that the Company may change its practices and limitations concerning the search and indexing capabilities of fax messages, including without limitation, the features and functionality, at any time as provided for in Section 5. You further agree that, subject to applicable law, the Company has no responsibility or liability whatsoever for the searching or indexing of or failure to search or index any fax messages and/or other communications maintained or transmitted by the Services.

9. LARGE FILE SHARING

If Customer has elected to have storage for its eFax Corporate account, the Administrator can activate a feature that enables End Users to provide third parties access over the Internet to files (“Large File Sharing”). Large File Sharing is available through the eFax Corporate™ website upon login. Files can be uploaded, recipient email addresses added and upon submission recipients receive an email with a link to access the transmitted files. If activated by the Administrator, End Users may upload a maximum of one cumulative gigabyte per each Large File Sharing submission (in a single file, or a combination of multiple files). End Users may designate up to twenty (20) recipients per submission. After submission, the system will email the End User’s recipients a link to the uploaded files. The End User who submitted the Large File Submission may only access the uploaded files if he or she designated him or herself as a recipient. Each recipient may download the transmitted file(s) a maximum of five (5) times over a period of thirty (30) days from the original submission. Customer acknowledges and agrees that Large File Sharing is provided as a convenience only. Furthermore, Customer acknowledges that links to files uploaded through Large File Sharing are public and non-secure, in that such links may be forwarded freely to any third party by the designated recipients, or forwarded by other third parties whom the sending End User did not designate. For that reason, the Company assumes no responsibility for the security, confidentiality or privacy of files uploaded via this feature. By using this feature, Customer acknowledges and agrees: (i) to assume sole responsibility for the content of any files uploaded, hosted and/or transmitted by any End User; and (ii) to assume any liability arising from any End User’s transmission of, and/or any third party’s receipt of, any End User’s uploaded files, even if the sending End User did not designate such third party as a recipient in the original Large File Sharing submission. The Company further disclaims any liability or responsibility for any failure or malfunction of this feature, whether or not such failure prevents Customer or and End User from utilizing the feature, including but not limited to: an error in the Large File Sharing submission process; deletion of or failure to store any uploaded files; non-receipt of requested notification emails; broken or non-functional links to files that an End User may have uploaded; or rejection of an end User’s files for any reason, including due to a virus in one of the End User’s files. The Company may

discontinue or change the terms under which this feature is provided to Customer at any time, including, without limitation, changes in the maximum number of days that uploaded files are retained, the maximum cumulative upload size of each submission, the maximum number of uploaded files stored at any one time and/or the maximum storage space that will be allotted on the Company's servers to store the uploaded files. In the event that the Company, in its sole discretion, determines or suspects that any uploaded file(s) constitute(s), or may give rise to, a violation of any law or regulation or this Customer Agreement, or Customer or any End User is otherwise in breach of any provision of this Customer Agreement, the Company reserves the right to remove Customer's, or any End User's, stored file(s) and/or to deactivate links to stored file(s) without further notice to Customer.

10. DISCLAIMER OF WARRANTIES

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES THE COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY COMMUNICATIONS OR TRANSMISSIONS, OR THE ACCURACY OF ANY TRANSLATION OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, OR THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE, OR THE ACCURACY OR RELIABILITY OF ANY FILTERING TECHNOLOGY USED IN CONNECTION WITH THE SERVICE, OR THAT DEFECTS IN EFAX.COM SOFTWARE WILL BE CORRECTED. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA OR FILES UPLOADED, HOSTED OR TRANSMITTED VIA THE LARGE FILE SEND FEATURE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THE COMPANY MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE DELETION OR FAILURE TO STORE FAX AND EMAIL MESSAGES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM THE COMPANY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER .

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY LIABILITY TO CUSTOMER S OR ANY THIRD PARTIES IS LIMITED TO \$50. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

12. NO RESALE OF THE SERVICE

Customer agrees not to resell the use of the Service.

13. SERVICES PROVIDED BY OTHER SERVICE PROVIDERS

The Company offers the Service to its Customers as a capability, consistent with the terms and conditions hereof, for generating, acquiring, transforming, processing, utilizing or making available information via telecommunications services purchased from telecommunications carriers ("Carriers") and information services purchased from other ISPs. The Company does not provide or resell telecommunications services, but where necessary may obtain and integrate telecommunications services from Carriers as part of the Service it offers to its Customers. The per minute charge, if any, charged by the Company to its Customers for any or all of the Services includes: (a) the charges, surcharges, taxes, fees, and assessments, without limitation, imposed on the Company by Carriers, calculated on a per minute basis ("Carrier charges"), and (b) a Service management fee equal to the difference, if any, between the charges imposed by the Company for any or all of the Services and Carriers' charges.

14. CUSTOMER CONDUCT

Customer solely is responsible for the contents of its transmissions through the Service, and the Company simply acts as a passive conduit for Customer to send and receive information of Customer's own choosing. However, the Company reserves the right to take any action with respect to the Service that the Company deems necessary or appropriate in the Company's sole discretion if the Company believes Customer or Customer's information may create liability for the Company, compromise or disrupt the Service for Customer or other the Company subscribers, or may cause the Company to lose (in whole or in part) the services of the Company's ISPs or other suppliers. Customer's use of the Service is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising). Customer agrees: (1) to comply with US law regarding the transmission of technical data exported from the United States through the Service; (2) not to use the Service for illegal purposes; (3) not to interfere or disrupt networks connected to the Service; (4) to comply with all regulations, policies and procedures of networks connected to the Service; (5) not to use the Service to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (6) not to transmit through the

Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. Customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. The Service makes use of the Internet for Customer to send and receive information of Customer's own choosing; therefore, Customer's conduct is subject to Internet regulations, policies and procedures. Customer will not use or reference the Service for chain letters, junk fax or junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process, and will not attempt to gain unauthorized access to other computer systems. Customer shall not interfere with another Customer's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

15. JUNK FAX/SPAM DROP-BOX POLICY

The transmission of unsolicited commercial "junk faxes" is illegal under the Federal Telephone Consumer Protection Act of 1991 (<http://www.fcc.gov/guides/fax-advertising>) and a number of similar state laws, and the Company understands that receipt of such faxes can impair your use of our Services. Accordingly, the Company intends to use legally available means to prevent distribution and receipt of such junk faxes to our Members. If Member believes he or she has received a junk fax, we ask that the Member take the following two steps: (1) If the junk fax contains a telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional junk faxes, please do so; and (2) Please go to the following web page to file a complaint with the Company by inserting the required information and including a copy of the offending fax: <http://www.j2corporate.com/corp/twa/page/corporateAbuseForm>. Member hereby acknowledges and agrees that the Company, as owner of all fax numbers issued through the Service, has any and all rights to assert any and all legal claims available against any third party as a result of Member's receipt of any unsolicited faxes, including but not limited to claims under the Telephone Consumer Protection Act of 1991, and to the extent Member does have any rights to bring any such claims, Member hereby assigns any and all such rights to the Company.

Because the Company's numbers may be reassigned to other customers in the event Member's account is canceled, and to ensure the best possible service for all customers, Member is not permitted to "opt in" to receive spam faxes on Member's the Company number. The Company does not permit its customers to use their the Company number as a "drop-box" for responses to email spam offers. If Member believes he or she has received email spam that uses an j2 number as a fax drop-box for responses, we ask that the Member take the following two steps: (1) If the email contains an email address, telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional emails, please do so. (2) If Customer is unable to successfully "unsubscribe," please forward the offending email to abuse@mail.j2.com. We will investigate Customer's complaint and determine if the fax number referenced in the spam email is owned by the Company. If it is, we will attempt to contact the customer and, if necessary and appropriate, terminate their the Company Service.

16. INDEMNIFICATION

Customer agrees to indemnify and hold the Company, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Customer's use of the Service, the violation of this CUSTOMER AGREEMENT by Customer, or the infringement by Customer, or other user of the Service using Customer's computer, of any intellectual property or other right of any person or entity.

17. TERM AND TERMINATION

This CUSTOMER AGREEMENT shall commence on the date it is entered into by Customer and shall continue in full force and effect for a period of one (1) month, and thereafter this CUSTOMER AGREEMENT shall automatically renew on a monthly basis. At any time, either party may terminate this CUSTOMER AGREEMENT without cause upon prior written notice. In addition, this CUSTOMER AGREEMENT may be terminated at any time by either party upon written notice if the other party (a) ceases to function as a going concern or to conduct operations in the normal course of business, or (b) has a petition filed by or against it under any state or federal bankruptcy or insolvency laws (or their foreign equivalents) which petition has not been dismissed or set aside within sixty (60) days of filing. The Company shall not be liable to Customer or any third party for termination of this CUSTOMER AGREEMENT or the Service. Upon termination of the Service or this CUSTOMER AGREEMENT, Customer's right to use the Service immediately ceases. Customer shall have no right and the Company will have no obligation thereafter to forward any unread or unsent messages to Customer or any third party. Customer shall have no right and the Company will have no obligation after termination to refund any pre-paid amounts to Customer, except as otherwise provided herein. The Company reserves the right to refuse the Service to any Customer who has cancelled any number of previous Service accounts.

18. PROPRIETARY RIGHTS TO CONTENT

Customer acknowledges that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or email-distributed, commercially produced information presented to Customer by the Service ("Content") by the Company or the Company's Advertisers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws; therefore, Customer is only permitted to use this Content as expressly authorized by the Service or the Advertiser. Customer may not copy, reproduce, distribute, or create derivative works from this Content without expressly being authorized to do so by the Service or the Advertiser.

19. GENERAL TERMS

This CUSTOMER AGREEMENT is governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. Both parties submit to personal jurisdiction in California and further agree that any cause of action relating to this CUSTOMER AGREEMENT shall be brought in a court in Los Angeles County, California. If any provision of this CUSTOMER AGREEMENT is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The Company's failure to act with respect to a breach by Customer or others does not waive the Company's right to act with respect to that or subsequent or similar breaches. Customer may not assign or transfer this CUSTOMER AGREEMENT or any rights hereunder, and any attempt to the contrary is void. The Company shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond the Company's reasonable control. Customer agrees that the Company may communicate with Customer via email and any similar technology for purposes relating to Customer's Customer ship or the Service and any other services provided or which may in the future be provided by the Company or on the Company's behalf. This CUSTOMER AGREEMENT Customer Agreement forth the entire understanding and agreement between the parties with respect to the subject matter hereof. The Service hereunder is offered by the

Company, located at 6922 Hollywood Blvd, Suite 500, Los Angeles, CA 90028. Information about fees for services offered by the Company are available at the Company's corporate web site www.j2global.com.

20. AGREEMENT TO ARBITRATE ALL DISPUTES

a. Customer and the Company agree that all disputes and claims between Customer and the Company shall be settled by binding arbitration instead of in courts of general jurisdiction. This Customer Agreement to arbitrate is intended to be broadly interpreted and includes, but is not limited to any dispute, claim or controversy arising out of or relating in any way to the Services, the Company software, the Company's websites, the Customer Agreement or any aspect of the relationship between Customer and the Company. Customer agrees that, by agreeing to the Customer Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that Customer and Company are each waiving the right to a trial by jury or to participate in a class action. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration provision does not preclude Customer from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against the Company on Customer's behalf. This arbitration provision shall survive termination of this Customer Agreement and the termination of Customer's account.

b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Company should be addressed to: j2 Global, Inc., ATTN: Legal Department, 6922 Hollywood Boulevard, 5th Floor, Los Angeles, CA 90028, USA ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the Company and Customer do not reach an agreement to resolve the claim within 30 days after the Notice is received, Customer or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by the Company or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or the Company is entitled. Customer may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If Customer is required to pay a filing fee, after the Company receives notice at the Notice Address that Customer has commenced arbitration, it will promptly reimburse Customer for Customer's payment of the filing fee, unless Customer's claim is for greater than US\$10,000.

c. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by the Customer Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org. The arbitrator is bound by the terms of the Customer Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless the Company and Customer agree otherwise, any arbitration hearings will take place by video or telephone conference. If Customer's claim is for US\$10,000 or less, the Company agrees that Customer may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Customer's claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages, and may not,

in any event, make any ruling, finding or award that does not conform to the terms and conditions of the Customer Agreement.

d. The Company may make a written settlement offer anytime before an arbitrator is selected. If the arbitrator issues Customer an award that is greater than the value of the Company's last written settlement offer made before an arbitrator was selected (or if the Company did not make a settlement offer before an arbitrator was selected), then the Company will pay Customer the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

e. CUSTOMER AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN CUSTOMER'S OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims with Customer's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.