



Privacy Policy

July 13, 2023

The following privacy policy (“Privacy Policy”) governs our collection, storage, use, processing, protection and disclosure of the information you provide to us during your use of the LiveBinders (DOT) com website, and all content, services and/or products available thereon (collectively, the “Services.”). This Privacy Policy describes LiveBinders’ information gathering and dissemination practices with respect to information we collect through our Services. Because the Internet is global, information about you that we collect or that you submit may be transferred to, processed in, and held in countries (including the United States) other than the one in which you reside. By using our Services, you explicitly consent to such transfers, processing, storage and uses of your information and agree to the terms of this Privacy Policy.

Overview

LiveBinders has been committed to taking privacy seriously for the entire time we have been in business (over 10 years). We do not sell your Personal Data (which includes name, address, email address, phone number, or any other identifier by which you may be contacted online or offline or pieces of data which, when collected together and linked may lead to your identification) and we only collect the information necessary for providing an excellent service and experience on the LiveBinders platform.

Accept all cookies


This Privacy Policy does not govern what our users add to their LiveBinders. When you view a binder created by another LiveBinders user, the content shared in the binder may collect more information than we do and may provide information to third-parties that we have no relationship with. We request you use discretion when sharing personal information in binders that are created by other LiveBinders users.


This Privacy Policy also does not apply to websites or services you might access through links or other features (e.g., YouTube videos) on the Service. These other services have their own privacy policies, and we encourage you to review them before providing them with personal information.


The goal of this Privacy Policy is to make clear what information we gather, how we use it, and how you can gain access to it.

Information You Choose to Submit





You can use certain portions of our Services without telling us your name, email address or providing any billing information. To obtain access to certain areas of our Services, however, or to receive certain services we provide (e.g., creating a LiveBinder, installing an application, upgrading to a premium service), you may be required to register with us and, in connection with such registration, to provide certain Personal Data (e.g., your full name, email address, billing information). We use such information to provide you with the services and features you requested or registered for, and to monitor internally the usage of our Services. We also use such information to fulfill your order and to contact you from time to time about us, about your support questions, about our website, and about our products and services.

 **Account and Profile Information:** If you desire to have access to restricted sections of our Services, you may be required to become a registered user, and to submit any of the following: email, username, password, district, school, company name, city. Note: We encrypt your passwords. You can also provide us with your profile photo, your name as the authorname of a binder. This is optional and is not necessary for you to use the Service. As a user of a LiveBinders account, on livebinders (DOT) com, your profile photo, and username may be visible to the viewers of your binders.




 **User Contributions:** Users can create and share their LiveBinder with a variety of privacy options: Private (default), Public, Unlisted (anyone with the link) and Team (private). Users can also add text, upload documents and add website URLs into their binder tab pages. User Contributions may be published and displayed publicly or with various privacy options. Uploaded files can be marked as “Private” and website URLs are dependent on the privacy setting of that Website. Users can review privacy options available for uploaded files as described in the LiveBinders [Document Privacy](#) page. While LiveBinders does provide privacy options, no privacy and security measures are perfect or impenetrable. User Contributions are posted and transmitted to others at your own risk and we cannot control the actions of other users of the Services to whom you have chosen to share your User Contributions, therefore, we cannot guarantee that your User Contributions will not be viewed by unauthorized persons.

 **Customer Support:** We collect information through your communications with our customer

support team or other communications that you send us and their contents. When you contact us for support or feedback, your information is used solely to respond to your request.

-  **Email Notifications:** You must opt-in to receive email notifications regarding marketing communications about products, services, offers, programs and promotions of LiveBinders and affiliated companies. To change your opt-in status, please go to the Email Notifications box from your My Profile page. Even if you do opt-out of email notifications, we reserve the right to send you administrative messages relating to our Services (e.g., about changes to this Privacy Policy, maintenance issues), to contact you regarding orders you have placed (e.g., order confirmations), and to share your information with our service providers as necessary to provide you with the Services.
-  **Purchase or Upgrade:** When you make payments through the Service, you will need to provide Personal Data such as a credit card number and billing address. We use a third-party service to process your payments and do not store your credit card information. We require these third-parties to maintain the privacy and security of the Personal Data they process on our behalf.
-  **Social Media Posts:** We offer you the ability to post your LiveBinder links directly to your social media account. In order to allow you to post to your social media platforms, we may direct you to their log in page to provide username, account IDs, social handle and email address. We refer you to their privacy policies for handling your login credentials.
-  **Access to Connected Storage Sites:** We give you the opportunity to connect content from other third-party media storage sites. Please refer to the “Information About Your Accounts on Third-Party Services” section below.

Information About Your Accounts on Third-Party Services

-  **Google Single Sign-on and Google Drive:** You can log into LiveBinders using Google Single Sign-On. We use Google’s services only to authenticate your identity when you log into your LiveBinders account, and provide you the option to add selected content links from your Google Drive directly into your LiveBinder tabs. LiveBinders does not keep or store any of your login credentials.
-  **Dropbox** You can log into your Dropbox account within your LiveBinders editor. We use these services only to authenticate your identity and provide you the option to add selected content links from your Dropbox account directly into your LiveBinder tabs. We do not keep or store any of your login credentials.
-  **Social Media Widgets** Our website includes social media features and widgets, such as the “Share This” button. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third-party or hosted directly on our site. You must be logged into your social media account, outside of the LiveBinders platform, in order to share a post on your feed. We do not store or keep any third-party login credentials. Your interactions with these third-party sites are governed by the privacy policy of the company providing them as listed below.

 [Facebook](#)





 [Twitter](#)

 [Google](#)

 [Google Classroom](#)

 [Dropbox](#)





Information We Automatically Collect

-  **Cookies** We automatically collect certain information to help us understand how visitors use our website and Services (which we will refer to in this Privacy Policy as “Usage Data”). We use browser cookies (which are small amounts of data sent from a web server to your browser that are stored on your mobile device or computer’s hard drive) to keep track of your use of our Services, to validate your identity, to maintain login sessions and remember preferences, to tailor our Services to meet your personal interests, and to improve the quality of our Services.
-  **Web Beacons.** Pages of our website, Services and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit LiveBinders, for example, to count users who have visited those pages or opened an email and for other related statistics (for example, recording the popularity of certain content and verifying system and server integrity).
-  **Flash Cookies.** Certain features of our website or Services may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our website or Services. Flash cookies are not managed by the same browser settings as are used for browser cookies. Some of the cookies we use are “Session Cookies” (these cookies are temporary and expire once you close your browser (or your session ends) and some cookies are “Persistent Cookies” (these cookies remain on your hard drive until you erase them or your browser does, depending on the cookie’s expiration date).
-  **Third-Party Cookies** Our Services allow members to link other websites in their binders. Cookies set by these third-party websites are governed by the privacy policies of those third-party websites. These websites may also collect information through cookies. We do not currently place ads in our Services, but we reserve the right to do so, and in those cases, those advertisements may collect information through cookies to ensure that their advertising systems are working properly and to track responses to their advertisements. We use Google Analytics to track visitor behavior. Each time you visit our website we automatically collect your IP address, browser type and computer type, access time, the webpage from which you came, and webpage(s) that you access during your visit. From time to time, LiveBinders may partner with third-party affiliate programs including iTunes and Amazon Affiliate programs where we may earn commissions on items purchased from within our Services. Those third-party programs may use cookies to track where the orders are generated from within our Services. Generally, you can set your browser not to accept cookies or to notify you if you are sent a cookie, giving you the opportunity to choose whether or not to accept the cookie. Please note that if you do set your browser not to accept cookies, certain areas of our website may not function properly and we may not be able to provide you with certain features of

the Services.

Information Related to your Device

We collect device-specific information such as:

-  Device brand, version, and type
-  Operating system and version
-  Browser type and version
-  Screen size and resolutions










This helps us measure how the Service is performing, improve LiveBinders for you on your particular device.

Our Policy on “Do Not Track” Signals

In part, due to the fact that no single standard has been widely adopted for compliance with “Do Not Track” signals, we are unable to respond to “Do Not Track” signals generated by your web browser.









How We Use Your Personal Data

We use Personal Data to:

-  Create and manage your account, provide our Services, process payments, and respond to your inquiries
-  Communicate with you to verify your account and for informational and operational purposes, such as account management, customer service or system maintenance, including by periodically emailing you service-related announcements
-  Tailor our Services (e.g., we use cookies and similar technologies to remember your preferences)
-  Publish your content, comments or messages on social media platforms
-  Provide customer support
-  Operate, evaluate and improve our business (including by developing new products and services; managing our communications; determining the effectiveness of our advertising; analyzing how the Services are being accessed and used; tracking performance of the Services; debugging the Services; and facilitating the use of our Services)
-  After choosing to “opt-in” to be notified, send you email regarding marketing communications about products, services, offers, programs and promotions of LiveBinders and affiliated companies
-  Enforce our agreements related to our Services and our other legal rights
-  Comply with applicable legal requirements, industry standards and our policies

How We Share Your Personal Data

Other than as set forth in this Privacy Policy we will not share your Personal Data or Usage Data with any third-party without your permission.

-  **Aggregated Data.** We use Google Analytics to understand when, where and how visitors use our site. We have in the past, and may in the future, offer reports to paid subscribers that help them understand the visitor behavior for a particular binder they've created. Google uses cookies placed on our website to help us track visitor behavior. To understand how Google uses your Personal Data, we refer to [Google's privacy policies](#).
-  **Service Providers.** From time to time, we enter into relationships with third-parties who provide services to us (e.g., credit card processing services, web services, email services, support management services or data management and storage services). In those circumstances, we disclose information about you that is necessary for such service providers to perform those services, but only if such service providers agree not to disclose your information except as necessary to perform such services.
-  **Other Disclosure Scenarios.** Notwithstanding anything in this Privacy Policy to the contrary, we reserve the right, unless limited by applicable law, to share any information we have collected about you or that you have submitted:
 -  in response to subpoenas, court orders, or legal process, or to establish, protect, or exercise our legal rights or defend against legal claims
 -  if we believe it is necessary in order to investigate, prevent, or take action regarding illegal activities, fraud, or situations involving potential threats to the safety of any person or property
 -  if we believe it is necessary to investigate, prevent, or take action regarding situations that involve significant abuse of our website infrastructure or the Internet in general (such as voluminous spamming, denial of service attacks, or attempts to compromise the security of information)
 -  to our parent company, subsidiaries, joint ventures, or other companies under common control with us (in which case we will require such entities to honor this Privacy Policy);
 -  and with another entity that acquires or merges with us.

Public Areas

Your use of areas of our website that are intended for interaction with other users (e.g., message boards, discussion rooms, and other online forums) may allow you to post content, including Personal Data. By choosing to use these areas, you understand and agree that anyone may access, use, and disclose any content (including any Personal Data) that you post to those areas.

Choice/Opt-Out

We offer you the opportunity to choose not to receive communications from us. If you would like to take advantage of this opportunity, please let us know by updating your My Profile page on our website.

Please note that sometimes these requests may take up to ten business days to process, and that we are not responsible for removing information about you from the database of any third-party with which we shared your Personal Data prior to processing your request. Even if you do take advantage of this opportunity, we reserve the right to send you administrative messages relating to our Services (e.g., about changes to this Privacy Policy, maintenance issues), to contact you regarding orders you have placed (e.g., order confirmations), and to share your information with our service providers as necessary to provide you with the Services.

Accessing, Correcting, and Deleting Your Personal Data

If you would like to modify your account information, please update it on your My Profile page. If you would like any Personal Data you previously submitted to us deleted, please let us know by sending us an email to privacy@livebinders.com. (Please send your request from the email address associated with your account and clearly state what Personal Data you would like modified or deleted). We also take measures to delete your Personal Data or keep it in a form that does not permit identifying you when this information is no longer necessary for the purposes for which we process it, unless we are required by law to keep this information for a longer period. When determining the retention period, we take into account various criteria, such as the type of product and services requested by or provided to you, the nature and length of our relationship with you, possible re-enrollment with our products or services, the impact on the services we provide to you if we delete some information from or about you, mandatory retention periods provided by law and the statute of limitations. Please note that sometimes these requests may take up to thirty business days to process, that any Personal Data that we have copied may remain in back-up storage for some period of time after your request, and that if you delete certain information (e.g., your billing address) you may not be able to purchase products or services in the future without re-submitting such information. Also, please note that we will maintain information about you in our database for accounting purposes or whenever we are required to do so by law.

How We Protect Your Personal Information

We have implemented reasonable measures to help protect your Personal Data from loss, misuse, or unauthorized access, alteration or disclosure. We employ administrative and electronic measures designed to appropriately protect your Personal Data against accidental or unlawful destruction, accidental loss, unauthorized alteration, unauthorized disclosure or access, misuse, and any other unlawful form of processing of the Personal Data in our possession.

We use secure servers and firewalls to protect your Personal Data on our systems. Passwords for using our Services will be encrypted. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure. Therefore, we cannot ensure that information about you will not be accessed, viewed, disclosed, altered, or destroyed by breach of any of our administrative, physical and electronic safeguards. We will make any legally-required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted, electronically stored Personal Data to you via email or conspicuous posting

on our website in the most expedient time possible and without unreasonable delay, consistent with (i) the legitimate needs of law enforcement or (ii) any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system, and any other disclosures that may be required under applicable law.

The safety and security of your Personal Data also depends upon you. Where we have given you (or you have chosen) a password to access parts of our Services, you are responsible for keeping such password confidential. Do not share your password with anyone. Use caution when giving out or posting any content in public areas of the Services as such content may be viewed by any users.

Student Privacy

Students in the United States, including students under the age of 13, may use the Services for educational purposes at the invitation and direction of their school, school district or other educational agency by any representative thereof. If students are under 13 years of age, they must have parental permission to register an account at LiveBinders. Schools, school districts or educational agencies, as applicable, should obtain parental permission before issuing accounts to students.

Under the Family Educational Rights and Privacy Act (FERPA), a school, school district or other educational agency representative may act as the agent of the parent or legal guardian of a student and provide consent on behalf of the parent for the collection, use and disclosure of the student's information so long as such collection, use and disclosure are solely related to the student's use of the Services for educational purposes. In such cases, LiveBinders is acting in the role of a "school official" under FERPA and contractually relies on the parental consent being obtained by the school, school district, other educational agency or any representative thereof. By enrolling a student to use the Services, the school, school district or other educational agency or representative thereof provides such consent to us to use, collect and share student information as needed to provide the Services.

We do not ever sell student information, use it for advertising or use it for purposes other than as needed to provide the Services or as otherwise set forth in our agreement with the school, school district or other educational agency or this Privacy Policy.

Parents or legal guardians of students may have certain rights under FERPA with respect to their student's data, including the right to review, update and/or delete student data, as well as prohibit our sharing of student data with third parties. Parents or legal guardians can exercise these rights by contacting the student's school, school district or other educational agency, as applicable, and have them contact us at info@livebinders.com. Once we have received notification from the student's school, school district or other educational agency that the student or parent(s) or legal guardian(s) of a student have chosen to exercise their rights with respect to their student's data, we will work with such school, school district or other educational agency to accommodate such requests as required by applicable law and subject to legal requirements regarding the use, storage, retention and transfer of such data. In cases where: (i) LiveBinders is a third-party educational service provider to a school, school

district or other educational agency; or (ii) a school, school district or other educational agency has registered to use LiveBinders on behalf of the student; LiveBinders can only cooperate with requests regarding student data when they are made by and through the applicable school, school district or other educational agency.

Child Safety




Other than students who are using the Services at the direction of their school, school district or other educational agency, LiveBinders does not knowingly collect Personal Data from children under the age of 13 or, if you reside outside the United States, from children under the age of consent applicable in their country of residence. If you are a parent or guardian and discover that your child under the age of 13 (or under the applicable age of consent, if different) has registered with LiveBinders for an account for the Services or that we have received any Personal Data of that child without your consent, then you may alert us at [info \(at\) livebinders \(DOT\) com](mailto:info@livebinders.com) and request that we delete that child's Personal Data and/or account from our systems. If your child is a U.S. student using the Services at the direction of their school, school district or other educational agency, please see the disclosures set forth above in the "Student Privacy" section of this Privacy Policy.

Links to Other Websites






Our Services may contain links to other websites such as when our users add third-party web URLs to their binder tabs. WE ARE NOT RESPONSIBLE FOR THE INFORMATION COLLECTION, USE, DISCLOSURE OR OTHER PRIVACY PRACTICES OF ANY THIRD-PARTY, INCLUDING OUR AFFILIATES, THIRD-PARTY SERVICE PROVIDERS, ANY THIRD-PARTY SOCIAL MEDIA PLATFORM, ANY THIRD-PARTY MAKING AVAILABLE THE DEVICES OR OPERATING SYSTEMS FOR WHICH THE SITE IS AVAILABLE, AND ANY THIRD-PARTY OPERATING ANY WEBSITE TO WHICH THE SITE CONTAINS A LINK. YOU MAY HAVE RIGHTS DIRECTLY ENFORCEABLE AGAINST THESE THIRD-PARTIES SO YOU SHOULD CONSIDER THEIR PRIVACY POLICIES TO LEARN MORE. We urge you to review such practices prior to submitting any personal information to such websites.

International Users





If you are a Data Subject located in the European Union (EU), European Economic Area (EEA), the United Kingdom (UK), or Switzerland, you have certain additional rights with respect to your Personal Data under the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR") or similar regulations, which include the following rights:

-  Access: You can request access to the Personal Data we hold about you;
-  Rectification: If you believe that any Personal Data we hold about you is incorrect or incomplete, you can request that we correct or supplement such Personal Data. You may correct some of this information directly by logging on to your account;
-  Erasure: You can request that we erase some or all of your Personal Data from our systems,

subject to certain exceptions;

-  Withdrawal of Consent: If we are processing your Personal Data based on your consent, you have the right to withdraw your consent at any time. Please note, however, that if you exercise this right, you may no longer have the ability to use some or all of the Services;
-  Portability: You can ask for your Personal Data in a machine-readable format;
-  Objection: You can contact us to let us know that you object to the further use or disclosure of your Personal Data for certain purposes, such as for direct marketing purposes;
-  Restriction of Processing: You can ask us to restrict further processing of your Personal Data, which may restrict your access to and use of some or all of the Services; and
-  Complaints: You have the right to lodge a complaint about our processing of your Personal Data with the applicable Data Protection Authority where you reside.

For Data Subjects located in the European Union (EU), European Economic Area (EEA), the United Kingdom (UK), or Switzerland, the following additional disclosures apply:

-  Legal Basis for Processing. When we process your information we do so in reliance on the following legal bases: (i) to provide you with the Services and otherwise perform contractual commitments to you; (ii) when we have a legitimate interest in processing your Personal Data to operate our business or protect our interests; (iii) to comply with our legal obligations; and (iv) when we have your consent to do so, provided that you may withdraw such consent at any time by emailing us at privacy@livebinders.com.
-  Marketing. LiveBinders does not process personal data for the purpose of marketing without first obtaining your express, opt-in consent or having a legitimate interest for doing so. You have the right to object to the processing of Personal Data for marketing purposes at any time by contacting us at [privacy \(at\) livebinders \(DOT\) com](mailto:privacy@livebinders.com).
-  Special Category Personal Data. “Special Category Data” is any data that reveals your racial or ethnic origin, political opinions, religious, moral or philosophical beliefs, trade union membership, political views, the processing of genetic data, biometric data for the purpose of identifying a person, and data concerning health or a person’s sex life and/or sexual orientation. LiveBinders does not intend to collect any Special Category Data from you. Please refrain from sending us any Special Category Data.
-  Automated Decision Making. LiveBinders does not make any automated decisions on your behalf or about you without first obtaining your express, opt-in consent. In the event we secure your consent to do so, you have the right to object to the processing of Personal Data via automated decision making at any time by contacting us at [privacy \(at\) livebinders \(DOT\) com](mailto:privacy@livebinders.com).

If you choose to use the Services from the European Union, the European Economic Area (EEA), the United Kingdom (UK) or Switzerland or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your personally identifiable information outside of those regions to the United States and to other countries throughout the world where we or our third party service providers are located and/or process Personal Data. By providing your

Personal Data on or through the Services you expressly consent to such transfers and processing. If you do not want your Personal Data transferred outside your home country, do not submit any Personal Data to us or use any of our Services.

California Residents

The information below supplements the foregoing terms of this Privacy Policy and applies solely to all visitors, users, and others who reside in the State of California (“consumers” or “you”) in relation to your personal information collected by us.

This Supplement does not apply to workforce-related personal information collected from California-based employees, job applicants, contractors, or similar individuals. Where noted, the CCPA temporarily exempts personal information reflecting a written or verbal business-to-business communication (“B2B personal information”) from some of its requirements.



Information We Collect

Our Services collect information that identifies, relates to, describes, references, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device (“personal information”). Personal information does not include: (a) publicly available information from government records; (b) deidentified or aggregated consumer information; or (c) information excluded from the CCPA’s scope, like: (i) health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA), clinical trial data, or other qualifying research data; or (ii) personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver’s Privacy Protection Act of 1994.

In particular, we have collected the following categories of personal information from consumers within the last twelve (12) months:












Category	Examples
Identifiers.	A real name, unique personal identifier, online identifier, Internet Protocol address, email address.
Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, address, telephone number. Some personal information included in this category may overlap with other categories.
Internet or other similar network activity.	Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

We obtain the categories of personal information listed above from the following categories of sources:

-  Directly from you. For example, from your website visits, use of our products and services or forms you complete or your user-generated content.
-  Indirectly from you. For example, from observing your actions on our Services, your Usage Data, browsing and search history.

Use of Personal Information

We may use or disclose the personal information we collect for one or more of the following purposes:

-  To fulfill or meet the reason you provided the information. For example, if you share your name and contact information to request a price quote or ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product or service orders or process returns.
-  To provide, support, personalize, and develop our Website, products and services.
-  To create, maintain, customize, and secure your account with us.
-  To process your requests, purchases, transactions, and payments and prevent transactional fraud.
-  To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
-  To personalize your Website and products and services experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our Website, third-party sites, and via email or text message (with your consent, where required by law).
-  To help maintain the safety, security, and integrity of our Website, products and services, databases and other technology assets, and business.
-  For testing, research, analysis, and product development, including to develop and improve our Website, products, and services.
-  To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
-  As described to you when collecting your personal information or as otherwise set forth in the CCPA.
-  To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our Website, products, services, users/consumers is among the assets transferred.

We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may share your personal information by disclosing it to a third party for a business purpose. We only make these business purpose disclosures under written contracts that describe the purposes, require the recipient to keep the personal information confidential, and prohibit using the disclosed information for any purpose except performing the contract. In the preceding twelve (12) months, LiveBinders has disclosed personal information for a business purpose to the categories of third parties indicated in the chart below.

We do not sell personal information. In the preceding twelve (12) months, LiveBinders has not sold the following categories of personal information to the categories of third parties indicated in the chart below. For more on your personal information sale rights, see Personal Information Sales Opt-Out and Opt-In Rights.

Personal Information Category	Category of Third-Party Recipients	
Business Purpose Disclosures	Sales	
Identifiers.	Service Providers	NONE
California Customer Records personal information categories.	Service Providers	NONE
Commercial information.	Service providers	NONE
Internet or other similar network activity.	Service providers	NONE
Inferences drawn from other personal information.	Service providers	NONE

Reselling Personal Information

The CCPA prohibits a third party from reselling personal information unless you have received explicit notice and an opportunity to opt-out of further sales. The following businesses purchase personal information from us and may resell that information. To opt-out of those sales, please visit that business's opt-out notice at link provided below.

 NONE








Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Right to Know and Data Portability

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months (the "right to know"). Once we receive your request and confirm your identity (see Exercising Your Rights to Know or Delete), we will disclose to you:

 The categories of personal information we collected about you.

-  The categories of sources for the personal information we collected about you.
-  Our business or commercial purpose for collecting or selling that personal information.
-  The categories of third parties with whom we share that personal information.
-  If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 -  sales, identifying the personal information categories that each category of recipient purchased; and
 -  disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.
-  The specific pieces of personal information we collected about you (also called a data portability request).

We do not provide a right to know or data portability disclosure for B2B personal information.

Right to Delete

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions (the “right to delete”). Once we receive your request and confirm your identity (see Exercising Your Rights to Know or Delete), we will review your request to see if an exception allowing us to retain the information applies. We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.

Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

Debug products or services to identify and repair errors that impair existing intended functionality.

Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

Comply with the California Electronic Communications Privacy Act.

Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information’s deletion may likely render impossible or seriously impair the research’s achievement, if you previously provided informed consent.

Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

Comply with a legal obligation.

Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

We will delete or deidentify personal information not subject to one of these exceptions from our records and will direct our service providers to take similar action.

We do not provide these deletion rights for B2B personal information.



Exercising Your Rights to Know or Delete

To exercise your rights to know or delete described above, please submit a request by Emailing us at [privacy \(at\) livebinders \(DOT\) com](mailto:privacy@livebinders.com)

Only you, or someone legally authorized to act on your behalf, may make a request to know or delete related to your personal information.

You may also make a request to know or delete on behalf of your child.

You may only submit a request to know twice within a 12-month period. Your request to know or delete must:

-  Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and
-  Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

You do not need to create an account with us to submit a request to know or delete. However, we do consider requests made through your password protected account sufficiently verified when the request relates to personal information associated with that specific account.

We will only use personal information provided in the request to verify the requestor's identity or authority to make it.

Response Timing and Format

We will confirm receipt of your request within ten (10) business days. If you do not receive confirmation within the 10-day timeframe, please email us at [privacy \(at\) LiveBinders \(DOT\) com](mailto:privacy@livebinders.com).

We endeavor to substantively respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to another 45 days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding our receipt of your request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Personal Information Sales Opt-Out and Opt-In Rights

We do not sell personal information.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights.

CCPA Rights Request Metrics

Metrics regarding the consumer rights requests we received from all individuals/California residents] from June 1, 2022 to June 30, 2023: NONE

California residents may request this information by contacting us at [privacy \(at\) LiveBinders \(DOT\) com](mailto:privacy@livebinders.com).

Other California Privacy Rights

California's "Shine the Light" law permits users of our Website and Services that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to [privacy \(at\) LiveBinders \(DOT\) com](mailto:privacy@livebinders.com).

Contact Information




If you have any questions or comments about this notice, the ways in which LiveBinders collects and uses your information described here and in the Privacy Policy, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at [privacy \(at\) LiveBinders \(DOT\) com](mailto:privacy@livebinders.com).

Other States



Colorado, Connecticut, Virginia, and Utah each provide their state residents with rights to:



Confirm whether we process their personal information.

-  Access and delete certain personal information.
-  Data portability.
-  Opt-out of personal data processing for targeted advertising and sales.

Colorado, Connecticut, and Virginia also provide their state residents with rights to:

-  Correct inaccuracies in their personal information, taking into account the information's nature processing purpose.
-  Opt-out of profiling in furtherance of decisions that produce legal or similarly significant effects.

To exercise any of these rights or to appeal a decision regarding a consumer rights request, email us at [privacy \(at\) LiveBinders \(DOT\) com](mailto:privacy@livebinders.com).

Nevada provides its residents with a limited right to opt-out of certain personal information sales. Residents who wish to exercise this sale opt-out rights may submit a request to this designated address: [privacy \(at\) LiveBinders \(DOT\) com](mailto:privacy@livebinders.com). However, please know we do not currently sell data triggering that statute's opt-out requirements.

Changes

We may update this Privacy Policy from time to time. If under any such update we make any material change to the way in which we treat your Personal Data or Usage Data, we will inform you of such change via email or by posting a notice on relevant areas of our Services. Any updated version of this Privacy Policy will be effective as of the date set forth therein.

Uploaded Content

To learn more about Document Security for your uploaded content click [here](#).

More Information

If you have additional questions, please contact us at [privacy \(at\) LiveBinders \(DOT\) com](mailto:privacy@livebinders.com). Or write to us at: Privacy Matters c/o LiveBinders Inc. 58 West Portal Ave #260 San Francisco, CA 94127.

 Company

About

Online binders for
organizing all your
resources

Stories

Contact

Uses

Business

ePortfolios

Evidence Binders

Handbooks

Premium Features and Services

Privacy Options

Download Binder

VIP

SEO

Apps & More

Bookmarklet Add-on

LIVEBINDERS, INC.
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this “Agreement”) govern a customer’s (“Customer”) access and use of LiveBinders, Inc.’s (“LiveBinders”) Services.

1. Definitions.

1.1 “*Authorized User*” means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder.

1.2 “*Customer Data*” means, other than Usage Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

1.3 “*Documentation*” means LiveBinders’ user manuals, handbooks, and guides relating to the Services provided by LiveBinders to Customer either electronically or in hard copy form.

1.4 “*LiveBinders IP*” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, LiveBinders IP includes Usage Data and any information, data, or other content derived from LiveBinders’ monitoring of Customer’s access to or use of the Services, but does not include Customer Data.

1.5 “*Professional Services*” means any professional consulting, installation, or configuration services provided by LiveBinders identified in a separate SOW.

1.6 “*Services*” means the software-as-a-service offering described in an order form as updated from time-to-time by LiveBinders in its sole discretion.

1.7 “*SOW*” or “*Statement of Work*” means a document that describes specific Professional Services to be provided by LiveBinders to Customer.

1.8 “*Third-Party Products*” means any third-party products provided with or incorporated into the Services.

1.9 “*Usage Data*” means data and information related to Customer’s use of the Services that is used by LiveBinders in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all the terms and conditions of this Agreement, LiveBinders hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12.7) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. LiveBinders shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

2.2 Documentation License. Subject to the terms and conditions of this Agreement, LiveBinders hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 12.7) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

2.3 Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Without limiting the generality of the foregoing, Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or

other right of any person, or that violates any applicable law; (vi) publicly disclose the results of any benchmarking of the Services against any competing products or services; or (vii) use the Services for the purpose of developing a product or service that may be competitive with the Services.

2.4 Reservation of Rights. LiveBinders reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the LiveBinders IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, LiveBinders may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) LiveBinders reasonably determines that (a) there is a threat or attack on any of the LiveBinders IP; (b) Customer's or any Authorized User's use of the LiveBinders IP disrupts or poses a security risk to the LiveBinders IP or to any other customer or vendor of LiveBinders ; (c) Customer, or any Authorized User, is using the LiveBinders IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) LiveBinders' provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (ii) any vendor of LiveBinders has suspended or terminated LiveBinders' access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension described in subclause (i) or (ii), a "**Service Suspension**"). LiveBinders shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. LiveBinders shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LiveBinders will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Usage Data. Notwithstanding anything to the contrary in this Agreement, LiveBinders may monitor Customer's use of the Services and collect and compile Usage Data. As between LiveBinders and Customer, all right, title, and interest in Usage Data, and all intellectual property rights therein, belong to and are retained solely by LiveBinders. Customer acknowledges that LiveBinders may compile Usage Data based on Customer Data input into the Services. Customer agrees that LiveBinders may: (i) make Usage Data publicly available in compliance with applicable law; and (ii) use Usage Data to the extent and in the manner permitted under applicable law; provided that such Usage Data do not identify Customer or Customer's Confidential Information.

3. Customer Responsibilities. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions. LiveBinders may from time-to-time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions.

4. Support; Professional Services.

4.1 Support. Subject to payment of the corresponding fees, LiveBinders will provide its standard support and maintenance services and associated service level agreements specified in the applicable order form subject to LiveBinders' then current terms and conditions.

4.2 Professional Services. If LiveBinders provides Professional Services to Customer under this Agreement, then LiveBinders will comply with the terms and conditions set forth in the applicable statement of work.

5. Fees and Audit.

5.1 Fees. Customer shall pay LiveBinders the fees ("**Fees**") as set forth in the applicable order form and any SOW without offset or deduction. All Fees are non-refundable and non-cancelable. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on LiveBinders' income.

5.2 Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. LiveBinders may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records to evaluate Customer's compliance with this Agreement, including without limitation Customer's payment of all amounts due hereunder. If such inspection and audit reveal that Customer has underpaid LiveBinders with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest, if applicable. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds five percent (5%) for any quarter or if the audit discovers a material breach of this Agreement. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media that is marked or otherwise designated as "confidential", "proprietary", or something similar at the time of disclosure or within a reasonable period of time thereafter and/or would be considered confidential or proprietary by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

7.1 LiveBinders IP. Customer acknowledges that, as between Customer and LiveBinders, LiveBinders owns all right, title, and interest, including all intellectual property rights, in and to the LiveBinders IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

7.2 Customer Data. LiveBinders acknowledges that, as between LiveBinders and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants, and hereby represents, warrants, and covenants that it has all rights necessary to grant, to LiveBinders a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for LiveBinders to provide the Services and any Professional Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Usage Data.

7.3 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to LiveBinders by mail, email, telephone, or otherwise, suggesting or recommending changes to the LiveBinders IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LiveBinders is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to LiveBinders on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and LiveBinders is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LiveBinders is not required to use any Feedback.

8. Warranty Disclaimer. ALL LIVEBINDERS IP PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION THE SERVICES, IS PROVIDED "AS IS" AND LIVEBINDERS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LIVEBINDERS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LIVEBINDERS MAKES NO WARRANTY OF ANY KIND THAT THE LIVEBINDERS IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification. Customer shall indemnify and, at LiveBinders' option, defend LiveBinders and its affiliates, and its and their respective employees, contractors, agents, representatives, successors, and assigns from and against any damages and costs resulting from a third-party claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's rights and any third-party claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; or (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by LiveBinders in writing.

10. Limitations of Liability. IN NO EVENT WILL LIVEBINDERS BE LIABLE TO THE CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

11. Term and Termination. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period set forth on the applicable order form (the "**Term**"). LiveBinders may terminate this Agreement, effective on written notice to Customer. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the LiveBinders IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the LiveBinders IP and certify in writing to the LiveBinders that the LiveBinders IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination. This Section 11 and Sections 1, 4.2, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

12.1 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

12.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth in the applicable order form or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

12.3 Force Majeure. In no event shall LiveBinders be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond LiveBinders' reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

12.4 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement: (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.6 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in San Francisco County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

12.7 Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of LiveBinders. LiveBinders may assign this Agreement freely without restriction. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

12.8 Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

12.9 US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (i) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (ii) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

12.10 Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach of any of its obligations under Section 6 or Section 2.3, would cause LiveBinders irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, LiveBinders will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

12.11 Anticorruption Laws. Customer acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act (the "**FCPA**") and the U.K. Bribery Act of 2010 ("**UKBA**") and agrees to comply with its terms as well as any provisions of local law related thereto. Customer further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Deliverables. Customer agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Customer agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or antibribery law.