



Terms of Service

By signing up for the Pract.us service ("Service") you are agreeing to be bound by the following terms and conditions ("Terms of Service"). Any new features or tools which are added to the current Service shall be also subject to the Terms of Service. You can review the current version of the Terms of Service at any time. Pract.us, Inc. reserves the right to update and change the Terms of Service by posting updates and changes to the Pract.us website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you.

By using the Service, you agree with and accept all of the terms and conditions contained in this Terms of Service agreement and the Pract.us **Privacy Policy**.

Everyday language summaries are provided for your benefit and are not legally binding. Please read the "Terms of Service" for the complete picture of your legal requirements. By using Pract.us or any Pract.us services, you are agreeing to these terms. Be sure to occasionally check back for updates.

Pract.us Terms of Service

1. Account Terms

- 1.1. You must be 18 years or older or at least the age of majority in the jurisdiction where you reside in order to subscribe to this Service. The subscriber is the responsible user who pays for the Pract.us Team account. If younger, you may join and use the Team account of another subscriber.
- 1.2. You must provide a valid email address and any other information needed in order to complete the signup process.
- 1.3. You acknowledge that Pract.us will use the email address you provide as the primary method for communication.
- 1.4. You are responsible for keeping your password secure. Pract.us cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.
- 1.5. You are responsible for all activity and content such as data, graphics and links that are uploaded under your Pract.us account ("Account Content"). You must not transmit any worms or viruses or any code of a destructive nature.
- 1.6. A breach or violation of any term in the Terms of Service as determined in the sole discretion of Pract.us, Inc. will result in an immediate termination of your services.



PLAIN LANGUAGE

Don't use Pract.us for anything illegal. Remember that with any violation of these terms we will cancel your service. If we need to reach you, we will send you an email.

2. Account Activation

- 2.1. Subject to section 2.2, the person signing up for the Service will be the contracting party ("Account Owner") for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding account we may provide to the Account Owner in connection with the Service.
- 2.2. If you are signing up for the Service on behalf of your employer, your employer shall be the Account Owner. If you are signing up for the Service on behalf of your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.

PLAIN LANGUAGE

The person signing up for the Pract.us Service is responsible for the account and is bound by these Terms of Service. If you sign up on behalf of your employer, your employer owns the account and is also bound by our Terms of Service.

3. General Conditions

You must read, agree with and accept all of the terms and conditions contained in this User Agreement and the Privacy Policy before you may become a member of Pract.us.

- 3.1. Technical support is only provided to paying account holders. Level of support is determined by your subscription plan.
- 3.2. You may not use the Pract.us service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of the United States or Commonwealth of Virginia.
- 3.3. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Pract.us Inc.



- 3.4. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Pract.us or Pract.us trademarks and/or variations and misspellings thereof.
- 3.5. Questions about the Terms of Service should be sent to support@pract.us.
- 3.6. You understand that your Account Content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.
- 3.7. You acknowledge and agree that your use of the Service, including information transmitted to or stored by Pract.us, is governed by its privacy policy at <http://pract.us/legal/privacy>

PLAIN LANGUAGE

The Pract.us service belongs to us. You are not allowed to rip it off, pirate it, resell it, or use it for any illegal or sketchy purpose. Your content may be transferred unencrypted and may be altered, but credit card information is always encrypted.

4. Pract.us Rights

- 4.1. We reserve the right to modify or terminate the Service for any reason, without notice at any time.
- 4.2. We reserve the right to refuse service to anyone for any reason at any time.
- 4.3. We may, but have no obligation to, remove Account Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- 4.4. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Pract.us customer, Pract.us employee, member, or officer will result in immediate account termination.
- 4.5. Pract.us does not pre-screen Account Content and it is in their sole discretion to refuse or remove any Account Content that is available via the Service.



- 4.6. We reserve the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment.
- 4.7. In the event of a dispute regarding account ownership, we reserve the right to request documentation to determine or confirm account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc.
- 4.8. Pract.us Inc. retains the right to determine, in our sole judgment, rightful account ownership and transfer an account to the rightful owner. If we are unable to reasonably determine the rightful account owner, Pract.us, Inc. reserves the right to temporarily disable an account until resolution has been determined between the disputing parties.

PLAIN LANGUAGE

We can modify, cancel or refuse the service at anytime. In the event of an ownership dispute over a Pract.us account, we can freeze the account or transfer it to the rightful owner.

5. Limitation of Liability

- 5.1 You expressly understand and agree that Pract.us, Inc. shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.
- 5.2 In no event shall Pract.us or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or this agreement (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Pract.us partners, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
- 5.3 Your use of the Service is at your sole risk. The Service is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.



- 5.4 Pract.us does not warrant that the Service will be uninterrupted, timely, secure, or error-free.
- 5.5 Pract.us does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
- 5.6 Pract.us does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

PLAIN LANGUAGE

We are not responsible if you break the law, breach this agreement or go against the rights of a third party, especially if you get sued. Service is "as is" so it may have errors or interruptions and we provide no warranties.

6. Waiver and Complete Agreement

The failure of Pract.us to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Pract.us and govern your use of the Service, superseding any prior agreements between you and Pract.us (including, but not limited to, any prior versions of the Terms of Service).

PLAIN LANGUAGE

If Pract.us chooses not to enforce any of these provisions at any time, it does not mean that they give up that right later. These terms of service make up the agreement that applies to you. This means that any previous agreements between you and Pract.us don't apply if they conflict with these terms.

7. Intellectual Property and Customer Content

- 7.1. We do not claim any intellectual property rights over the material you provide to the Pract.us service. All material you upload remains yours. Refer to the Privacy Policy for details on data retention.
- 7.2. By uploading Account Content, you agree: (a) to allow other users within your Team account to view your Account Content; (b) to allow Pract.us to store your Account



Content; and (c) that Pract.us can, at any time, review all the Account Content submitted by you to its Service.

- 7.3. You retain ownership over all Account Content that you upload to a Pract.us store; however, by allowing others to access your Team Account, you agree to allow others to view your Account Content. You are responsible for compliance of Account Content with any applicable laws or regulations.
- 7.4. We will not disclose your confidential information to third parties, except as required in the course of providing our services. Confidential information includes any materials or information provided by you to us which are not publicly known. Confidential information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we received from someone other than you without breach of our or their confidentiality obligations; or (d) we are required by law to disclose.

PLAIN LANGUAGE

Anything you upload remains yours and your responsibility. If you want to remove your content, just delete your account.

8. Payment of Fees

- 8.1. A valid credit card is required for accounts able to process orders using a live payment gateway. Trial Accounts used for evaluation purposes do not require a valid credit card.
- 8.2. The service will be billed in 30-day intervals. Charges will be made at the beginning of each billing period for the following 30 day period. The Account Owner's credit card will be charged and a receipt via the email provided.
- 8.3. All fees are exclusive of all federal, state or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future ("Taxes"). Such amounts, if applicable, are in addition to payment for the Plan and will be billed to your credit card. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such a certificate.



PLAIN LANGUAGE

Your credit card will be charged every 30 days. Tax is not included and will be billed to your credit card.

9. Cancellation and Termination

- 9.1. You may cancel your account at anytime by going to account page of your Pract.us administration console and then following the specific instructions indicated to you in the section concerning account deletion.
- 9.2. Once cancellation is confirmed, your Team account will be disabled.
- 9.3. If you cancel the Service in the middle of the month, you will receive a refund for the unused portion of the billing period.
- 9.4. We reserve the right to modify or terminate the Pract.us service for any reason, without notice at any time.
- 9.5. Fraud: Without limiting any other remedies, Pract.us may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

PLAIN LANGUAGE

To initiate a cancellation, login to the Pract.us account page and go to Team Settings > Subscription. Once cancellation is confirmed, your Team account is disabled. If you cancel in the middle of the month, your credit card will be credited for the unused part of the billing period. We may change or cancel your account at any time. Any fraud, and we will suspend or cancel your account.

10. Modifications to the Service and Prices

- 10.1. Prices for using Pract.us are subject to change upon 30 days notice from Pract.us. Such notice may be provided at any time by posting the changes to the Pract.us Site (pract.us) or the administration menu of your Pract.us store via an announcement.
- 10.2. Pract.us reserves the right at any time to time to modify or discontinue the Service (or any part thereof) with or without notice.



- 10.3. Pract.us shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

PLAIN LANGUAGE

We may change or discontinue the service at anytime, without liability.

11. Optional Tools

- 11.1. Pract.us may provide you with access to third party tools over which Pract.us neither monitors nor has any control or input.
- 11.2. You acknowledge and agree that Pract.us provides access to such tools 'as is' without any warranties, representations or conditions of any kind and without any endorsement. Pract.us shall have no liability whatsoever arising from or relating to your use of optional third party tools.
- 11.3. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve the terms on which tools are provided by the relevant third party provider(s).

PLAIN LANGUAGE

We are not responsible for third party tools so use them at your own risk. If you use them, you agree that we do not provide a warranty, so get advice beforehand.

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