PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS OF USE MAY HAVE CHANGED SINCE YOUR LAST LOGIN TO THE INTERNET MODEM SERVER AND THE USE OF THE INTERNET MODEM SERVICE. YOU AGREE TO CHECK FOR UPDATES TO THESE TERMS AND CONDITIONS OF USE. BY USING THE INTERNET MODEM SERVICE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF USE, THEN DO NOT USE THIS SERVICE.

1. Copyright and Trademark Information

Copyright © 2010 DoorKing, Inc. All Rights Reserved.

The Internet Modem Server and Internet Modem Service (Patent Pending), and the information which they contain, are the property of DoorKing, Inc. (“DoorKing”) and are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions and other intellectual property laws. By way of example only, and not as a limitation, "DoorKing" and the DoorKing logo are registered trademarks of DoorKing under the applicable laws of the United States and/or other countries. Other DoorKing product or service names or logos appearing on this server are either trademarks or registered trademarks of DoorKing. The absence of a product or service name or logo from this list does not constitute a waiver of DoorKing's trademark or other intellectual property rights concerning that name or logo.

2. Product – Terms and Conditions

The Internet Modem Server and the Internet Modem Service (“Product”) is provided subject to these Terms and Conditions of Use, as they may be amended by DoorKing, and any guidelines, rules or operating policies that DoorKing may establish and post from time to time (collectively, the "Agreement"). By posting updated versions of the Agreement on the Internet Modem Server web site, or otherwise providing notice to you, DoorKing may modify the terms of the Agreement and may discontinue or revise any or all other aspects of the Product at its sole discretion. Except as otherwise provided in the Agreement, all such changes shall become effective upon the posting of the revised Agreement on the Internet Modem Server web site. The Product is available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the Product is not available to individuals under the age of 18. If you do not qualify, you are not permitted to use the Product. If you are using the Product in your capacity as an employee, you must have the ability to bind your employer by your use of the Product. You must complete the user registration form on the Internet Modem Server sign up page in order to use the Product. You will need to activate separately, each system that the Internet Modem Server will connect to. You shall provide true, accurate, current and complete information about yourself as
requested on the user registration form. You may from time to time provide DoorKing technician personnel with remote access to your computer(s) and other systems for the purpose of troubleshooting issues that may arise in your use of the Product. You hereby waive any claim for damages from any problems that may arise from such access, including without limitation any disruption or damage caused by DoorKing or its personnel.

If you are accessing or using the Product through a third party service or web site (a "Third Party Service"), you agree and acknowledge that DoorKing is not responsible or liable for any actions of such Third Party or for any aspect or result of such Third Party Service. You use such Third Party Service at your own risk. You further agree and acknowledge that DoorKing may terminate such Third Party Service ability to interact with the Product at any time, with or without notice, and in DoorKing's sole discretion, with no liability to you or to the Third Party Service.

3. Representations and Acknowledgements

Subject in each case to the terms listed in the remainder of this Agreement, you hereby represent, acknowledge and agree that:

- The Product may only be used for lawful purposes.
- In your use of the Product, you agree to represent you or your organization accurately and will not impersonate any other person, whether actual or fictitious.
- If you are accessing or using the Product through a Third Party Service, you will abide by this Agreement regardless of anything to the contrary in your agreement with such Third Party Service. You shall not use such Third Party Service to avoid the restrictions set forth in this Agreement.

4. Fees and Payment; Fee Schedule; Free Trial

4.1 Fees for use of the Internet Modem Server Product. Once you have completed your free trial period (30 days after the first data transfer), use of the Internet Modem Server Product (Product) is subject to a subscription plan fee for each system (for the purposes of this agreement, a system is defined as a unique telephone number AND master code combination) that the Product is being used with, in accordance with the Fee Schedule. The fees are based on the highest number of residents in the system data base file. If you choose to use this Product, fees may be billed annually or monthly, your choice. Annual billing is based upon data transfer history over the previous 12 months and is prepaid for the next 12 months. For new users, the 30 day free trial period data transfer history will be used to determine your annual billing rate. There are no prorated charges or credits if the resident count changes during the prepaid period. Multiple systems added to your account will be prorated to generate a common invoice and renewal date. Monthly billing is not prepaid and is based upon the highest
resident count transferred each month. Billing may vary if the number of residents in the database changes. Monthly fees are billed at the end of each billing cycle, even if you are not actively using the Product. For both the annual billing and monthly billing options, fees will be billed to your credit card or the fee can be debited directly from your bank account using E-Check payment method. For those who select the annual payment option, you may also send payment via a “paper” check; however a $15.00 processing fee applies to annual payments using this method. If credit card payment is refused by your bank, or if there is not sufficient funds in your bank account, your use of the Product will be disabled until payment in full is received.

4.2 Payment; State and Local Sales Tax. Payment for use of the Product will be made by a valid credit card accepted by DoorKing, Inc., or by direct debit from your bank account using E-Check payment method. Fees are payable in U.S. dollars. If you choose to use the Product, you hereby authorize DoorKing, Inc. to charge your credit card, or debit your bank account for such amounts as described in the Fee Schedule. Monthly subscription plan fees are billed each month and continuing until such time as your account is terminated either by you or by DoorKing. If DoorKing is for any reason unable to effect automatic payment via your credit card or direct debit from your bank account, DoorKing will attempt to notify you and your use of the Product will be disabled until payment is received. Amounts paid for the Product are not refundable. DoorKing is required to collect and remit sales tax from its customers located in state and local jurisdictions where use of the Product as a service is taxable and where DoorKing maintains a physical presence. DoorKing determines your local taxing jurisdiction based on the billing address provided by you.

4.3 Fee Schedule. You are responsible for reviewing the Fee Schedule from time to time and remaining aware of fees charged by DoorKing. The Fee Schedule is subject to change at any time at DoorKing’s sole discretion. DoorKing will use good faith efforts to notify you prior to any significant change to the Fee Schedule.

5. Restrictions and Responsibilities

5.1 No Rights in Software. This is an Agreement for services and access to the Internet Modem Server, and you are not granted a license to any software by this Agreement. You will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Product or any software, documentation, or data related to the Product ("Software"); remove any proprietary notices or labels from the Product or any Software, modify, translate, or create derivative works based on the Product or any Software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Product or any Software.

You may not display, copy, reproduce, or distribute the Software, any component thereof, any documentation provided in connection with the Product or the Software,
or any content distributed to you by DoorKing in connection with the Product. Violation of these restrictions may result in the termination of this Agreement.

5.2 Permitted Use of the Product. The Product shall be used for your personal or internal business (which includes civic or charitable) purposes only. If you are using the Product in any jurisdiction which restricts the ability of a software provider to restrict your right to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software or Product, then you hereby covenant that, prior to engaging in such activities, you will first request that DoorKing perform such work at its standard professional services rates. DoorKing can then decide either: (i) to perform the work in order to achieve such interoperability and charge its then standard rates for such work to you; or (ii) to permit you to reverse engineer parts of the Software in order to obtain such source code, but only to the extent necessary to achieve such interoperability or (iii) provide you with the information that you need regarding the Software for the purpose for which applicable law permits you to engage in such activities despite a contractual prohibition on such activities.

5.3 Your Information. In using the Product, you may provide information about yourself or your employer (such as name, contact information, email address or other registration information) to DoorKing. DoorKing may use this information and any technical information about your use of the Product to tailor its presentations to you, facilitate your movement through the Product, or communicate separately with you, including via electronic messaging, emails and/or fax transmission. If you accessed the Product as a result of solicitation by a marketing partner of DoorKing, DoorKing may share your information with the marketing partner and the marketing partner may share related information with DoorKing. Except as described above, DoorKing will not provide your information, including your contact and account information, to third parties who you have not authorized to receive such information, except as required by law or court order, including without limitation judicial process and law enforcement, or in the good-faith belief that such action is necessary to comply with law or a court order.

6. Termination

You may terminate this Agreement at any time by logging into the Internet Modem Server system activation page with your user name and password, and clicking remove on the system(s) you are terminating the service for, or by calling DoorKing Customer Support at 800-826-7493. There are no refunds for any fees paid or for any fees for data transfer services already rendered. YOU ARE RESPONSIBLE FOR TERMINATING YOUR ACCOUNT AND THIS AGREEMENT AND DOORKING IS NOT RESPONSIBLE FOR YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT AND THIS AGREEMENT AND ANY CHARGES AND FEES YOU INCUR AS A RESULT OF YOUR FAILURE TO PROPERLY TERMINATE YOUR ACCOUNT AND THIS AGREEMENT.
DoorKing may terminate this Agreement or the Product, disable your account or put your account on inactive status, in each case at any time with or without cause, and with or without notice. DoorKing shall have no liability to you or any third party because of such termination or action.

All sections of this Agreement that by their nature should survive termination will survive termination, including, without limitation, ownership, warranty disclaimers and limitations of liability.

If your account is classified (at DoorKing's sole discretion) as inactive for over 120 days, DoorKing has the right to permanently delete your subscriber data. DoorKing will use good faith efforts to contact you via email prior to taking any permanent removal actions.

7. Indemnification

You hereby agree to defend, indemnify and hold harmless DoorKing and its business partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from any alleged breach of this Agreement or otherwise arises from or relates to your use of the Product. In addition, you acknowledge and agree that DoorKing has the right to seek damages when you use the Product for unlawful purposes, in an unlawful manner, and/or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages. In addition, in the event that DoorKing is required to respond to a third party or law enforcement subpoena that is related to your use of the Product, DoorKing may in its sole discretion require you to reimburse DoorKing for its reasonable expenses associated with complying with such subpoena.

8. Warranty Disclaimer; Remedies

USE OF THE PRODUCT AND ANY RELIANCE BY YOU UPON THE PRODUCT, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. DOORKING DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PRODUCT. THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS AND DOORKING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Your sole and exclusive remedy for any failure or nonperformance of the Product shall be for DoorKing to use commercially reasonable efforts to adjust or repair the Product.
9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL DOORKING OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "DOORKING") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF DOORKING SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT, NOTWITHSTANDING THE FOREGOING, DOORKING IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF DOORKING TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT IN THE TWELVE (12) MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY DOORKING TO YOU IN THAT TWELVE (12) MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

10. Restricted Persons; Export of Products or Technical Data

You hereby warrant that you are not a Restricted Person. For purposes of this Agreement, you are a Restricted Person if you or any officer, director, or controlling shareholder of the entity on behalf of which you are using the Product is (1) a national of or an entity existing under the laws of Cuba, Iran, Sudan, Syria, or any other country with which U.S. persons are prohibited from engaging in transactions, as may be determined from time to time by the U.S. Treasury Department; (2) designated as a Specially Designated National or institution of primary money laundering concern by the U.S. Treasury Department; (3) listed on the Denied Persons List or Entity List by the U.S. Commerce Department; (4) engaged in nuclear, missile, chemical or biological weapons activities to which U.S. persons may not contribute without a U.S. Government license; or (5) owned, controlled, or acting on behalf of a Restricted Person. If you become a Restricted Person during the term of this Agreement, you shall notify DoorKing within twenty-four (24) hours, and DoorKing shall have the right to terminate any further obligations to you, effective immediately and with no further liability to you, but without prejudice to your outstanding obligations to DoorKing.
11. No Implied Endorsements

In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by DoorKing of that third party or of any product or service provided by a third party.

12. Username and Password

You are responsible for maintaining the security of your account, passwords, and files. DoorKing will accept the instructions of any individual who claims to be authorized to direct changes to your account so long as such person presents your username and password or provides other appropriate account identifying information as determined by DoorKing in its discretion, by email or by phone, or through a Third Party Service, if any, through which you access the Product. DoorKing has no knowledge of your organizational structure, if you are registering for the Product as an entity, or your personal relationships, if you are a person. DoorKing shall not be responsible for the actions of any individuals who misuse or misappropriate your account lists or other assets using your username and password or other appropriate account identifying information.

13. Miscellaneous

13.1 If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.2 No agency, partnership, joint venture, or employment is created as a result of the Agreement, and you do not have any authority of any kind to bind DoorKing in any respect whatsoever.

13.3 The Agreement shall be governed by the laws of the State of California, USA without regard to its choice or law or conflict of laws provisions. All legal actions in connection with the Agreement shall be brought in courts of the State of California and/or the United States District Court for Central District of California.

Additional Information

If you have any questions about the rights and restrictions above, please contact DoorKing by email at info@doorking.com.

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