

Welcome to Citfix! By using Citfix by PubQuick Solutions Ltd, you agree to the following conditions. Please read them carefully.

# Terms and Conditions

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## *Acceptance of Terms - Terms of Service*

THIS CITFIX ONLINE SERVICE AGREEMENT ("AGREEMENT") GOVERNS CUSTOMER'S ONLINE ACCESS TO AND USE OF THE CITFIX SERVICE (DEFINED BELOW). "CUSTOMER" MEANS THE PERSON OR ENTITY THAT REGISTERS TO PURCHASE THE CITFIX SERVICE.

IF A PERSON ENTERS INTO THIS AGREEMENT ON BEHALF OF CUSTOMER THAT IS A COMPANY OR OTHER LEGAL ENTITY, SUCH PERSON REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

UPON ACCEPTANCE, THIS AGREEMENT IS AN EFFECTIVE AND BINDING CONTRACT BETWEEN PUBQUICK SOLUTIONS LTD, THE PROVIDER OF THE CITFIX SERVICE, AND CUSTOMER. CUSTOMER ACCEPTS THIS AGREEMENT: (A) BY CLICKING A BOX INDICATING ACCEPTANCE OR (B) BY USING THE CITFIX SERVICE (OTHER THAN UNDER A SEPARATE AND SIGNED AGREEMENT WITH CITFIX).

IF ACCEPTANCE OF THIS AGREEMENT IS NOT AUTHORIZED, OR IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE CITFIX SERVICE.

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**Definitions.**

The following definitions (and additional definitions provided elsewhere in this Agreement) will apply:

Customer Data	Text data provided or submitted by Customer to Citfix in the course of utilizing the Citfix Service.
Citfix Data Enhancements	Each of the text corrections, modifications, enhancements, or other changes to Customer Data, including Citfix XML Tags, made by the Citfix Service.
Citfix Service	PubQuick's online citation and data enhancement service under the Citfix brand, as described in applicable documentation on the Citfix Website from time to time.
Citfix Website	PubQuick's website for the Citfix Service.
Citfix XML Tags	Each of the XML Tags that Citfix embeds in Customer Data, as part of the Citfix Data Enhancements.
Enhanced Customer Data	Customer Data returned from the Citfix Service that has been modified, enhanced, corrected, or otherwise altered by the Citfix Service by means of Citfix Data Enhancements.
PubQuick Informational Content	Any PubQuick-supplied informational text, audio, video, graphics and other information and data available by PubQuick, with regard to the Citfix Service, its contents, use and other related

	topics, as available from PubQuick from time to time. PubQuick Informational Content includes content on the Citfix Website, including within the Citfix Service, as for example help functions, downloaded documentation, and other forms of information supplied by PubQuick.
Reference	A reference in which the substantive text of Customer Data has been tagged by Citfix with Citfix XML Tags or changed by Citfix Data Enhancements.
Term	The term of this Agreement as specified in <a href="#">Term and Termination</a> .

## Permitted Use

- a) Subject to the terms and conditions of this Agreement, including purchase, by means of the Citfix Website, of one or more subscriptions ("Subscriptions") to the Citfix Service, PubQuick grants Customer a license to access and use the Citfix Service via the Internet in accordance with such Subscriptions.
- b) Under this Agreement, Customer may obtain access for a single user ("User") with one (1) username and password. If Customer seeks a multi-user license, Customer should contract PubQuick. The User must be Customer's employee, contractor or agent, provided that if the Customer is an individual, the User may be the Customer.
- c) Subject to the terms of this Agreement, Customer is permitted to use the Citfix Service, under purchased Subscriptions, for editing text, including editing its own work product and providing text preparation or editing services to third parties. The Citfix Service will allow the Customer to provide Customer Data to the Citfix Service and obtain thereby Enhanced Customer Data, including Citfix Data Enhancements.

## Use of Access to the Citfix Service

- a) In connection with Customer's exercise of the licensed access to the Citfix Service permitted herein, Customer is licensed, during the Term, to download, use internally, and replicate internally PubQuick Informational Content.
- b) Customer agrees to keep PubQuick Informational Content confidential and to use PubQuick Informational Content solely for guidance in use of the Citfix Service for the purposes of Customer's operations under this Agreement.

## Account Information

- a) In connection with this Agreement, Customer agrees to provide PubQuick, by filling in forms on the Citfix Website, with billing and contact information as

PubQuick may reasonably require, including Customer's legal company name, street address, email address, and name and telephone number of an authorized contact, as well as the User's name, username, and password.

- b) Customer agrees to keep such information up-to-date, and to make any required change promptly, by means of the Citfix Website.

## Responsibility for Use

- a) Customer is responsible for all activities and all use that occur under Customer's accounts, including all charges incurred in Customer's account by the assigned User. Use of the current assigned username and password will be deemed use by the User for which Customer is responsible.
- b) Customer is responsible for maintaining the security and confidentiality of the User username and password. Customer agrees to notify PubQuick immediately of any unauthorized use of any Citfix Service username or password or account or any other known or suspected breach of security or misuse of the Citfix Service. Notification should be made by email at support@citfix.com.

## Fees and Payment

- a) Subscriptions to the Citfix Service are provided in accordance with quantity and payment information (each a "Payment Plan"), as issued from time to time from PubQuick on the Citfix Website.
- b) Payment for the Citfix Service is due in advance in accordance with the applicable Payment Plan, as selected by Customer online, and Customer agrees to pay such amounts by means of a valid credit card or debit card ("Payment Card").
- c) Customer authorizes PubQuick to debit Customer's Payment Card for the applicable amount as soon as any fee or charge accrues under this Agreement. Customer is obligated to provide PubQuick with valid and updated Payment Card information.
- d) Customer's account will be considered delinquent (in arrears) if payment in full is not received by the due date or if the Payment Card, as identified by Customer, is rejected. In addition to other applicable remedies, PubQuick reserves the right to suspend and/or terminate Customer's access to the Citfix Service and/or terminate this Agreement, if Customer's account becomes delinquent.
- e) Delinquent payments are subject to interest of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including reasonable attorneys' fees and court costs.
- f) Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be responsible for payment of all such amounts. All amounts are payable in

UK dollars only. All amounts paid or payable to PubQuick hereunder are non-refundable, except as expressly provided herein.

- g) Customer may sign up for a free Trial Account, as offered from time to time from PubQuick on the Citfix Website. Each customer is granted only one free Trial. Any attempt by a Customer or User to sign up for more than one Trial Account will result in the suspension of service for all accounts registered by the Customer. Unused references in a Trial Account expire 30 days after the trial period is started.

## **Refund & Cancellation Policy**

The products available on our web site are fully functional, and try-before-you-buy. We provide free trial periods to let you fully evaluate our products before you make a purchase decision.

Please use the trial period to make sure that the software/service meets your needs before purchasing a subscription. All of our software/service is fully functional during the trial period. None of our software requires purchase to enable its primary functionality.

If you purchase one of our products/service, after your payment has cleared your license/subscription to use the software/service will be activated. Once the license/service is activated, no refunds will be given.

*During your trial period, our support staff is available to assist via email or support portal. We strongly recommend that all customers test the trial version of any product/service prior to making a purchase.*

### **Acceptance of this Refund Policy**

It is your responsibility to familiarize yourself with this refund policy. By placing an order for any of our products/services, you indicate that you have read this refund policy and that you agree with and fully accept the terms of this refund policy.

If you do not agree with or fully accept the terms of this refund policy, we ask that you do not place an order with us. Please email at [support@citfix.com](mailto:support@citfix.com) if you have any questions.

## **Customer Data**

- a) All Customer Data submitted by Customer to PubQuick, whether posted by Customer or by User, will remain the sole property of Customer to the full extent provided by law.
- b) Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data.

PubQuick will not use the Customer Data for any purpose other than to provide the Citfix Service to Customer and for statistical, analysis, and operational purposes, including system tuning and system optimization or improvement. PubQuick may also aggregate anonymous statistical data regarding use and functioning of its system. Such aggregated and/or statistical data will be the sole property of PubQuick.

- c) Subject to the terms and conditions of this Agreement, Customer grants to PubQuick a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary to provide, maintain and improve the Citfix Service.
- d) A description of PubQuick's security measures for Customer Data, as in effect from time to time, can be accessed on the Citfix Website in the applicable privacy policy.

## GDPR Compliance

If you are a resident of or are located in the European Union or European Economic Area, you may also have certain rights under the General Data Protection Regulation ("GDPR"). Personal data you provide on through PubQuick services is only collected with your consent, and is subject to the terms of PubQuick's Privacy Policy, which may be found in the home page.

Contact PubQuick at [support@citfix.com](mailto:support@citfix.com), if you have concerns regarding your personal data, or wish to exercise any of your rights under the GDPR

## Ownership

- a) As between the parties, the Citfix Data Enhancements shall be deemed the property of PubQuick and its suppliers, subject to the licenses granted to Customer with regard to the Citfix Data Enhancements. PubQuick and its suppliers retain all rights in the Citfix Service and PubQuick Informational Content.
- b) This Agreement grants no ownership rights to Customer. No license is granted to Customer except as to access to and use of the Citfix Service and the Citfix Data Enhancements as expressly stated herein.
- c) Except as required herein with regard to required branding, the PubQuick name, the PubQuick logo, and the product names and logos associated with the Citfix Service are trademarks of PubQuick or third parties, and they may not be used without PubQuick's prior written consent.

## Restrictions on Use of the Service

- a) Customer agrees not to reverse engineer the Citfix Service or its software or other technology. Customer will not use or access the Citfix Service or use the Citfix Data Enhancements to: (a) build a competitive product or service, (b) make or have made a product using similar ideas, features, functions or graphics of the Citfix Service, (c) except as expressly permitted herein with regard to text editing use, make any database, data collection or any derivative works based upon the Citfix Service or the PubQuick Informational Content or (d) copy any features, functions or graphics of the Citfix Service or the PubQuick Informational Content.
- b) Use, access to, resale, distribution, or exploitation of the Citfix Service and/or the PubQuick Informational Content or Enhanced Customer Data except as expressly permitted in this Agreement is prohibited.
- c) Customer will ensure that the User is aware of and complies with these requirements.

## Privacy.

For information on applicable privacy policies and measures, refer to the Privacy Policy found on the Citfix Website. PubQuick reserves the right to modify its privacy and security policies from time to time in its business judgment or as it deems required for compliance with applicable law.

## Service and Support.

For assistance in use of the Citfix Service, Customer should access the PubQuick Informational Content found on the Citfix Website. In case of errors in Citfix Service functionality, Customer may contact PubQuick at [support@citfix.com](mailto:support@citfix.com) for email support. Trial users are not eligible for support.

## Professional Services; Multi-User License.

If Customer is interested in purchasing professional services, including customization, or is interested in a multi-user enterprise license for Citfix, Customer may contact PubQuick at [support@citfix.com](mailto:support@citfix.com).

## Disclaimers and Limitations

- a) THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY PUBQUICK. THERE ARE NO OTHER

WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES RESPONSIBILITY FOR DETERMINING WHETHER THE CITFIX SERVICE OR THE INFORMATION GENERATED THEREBY IS SUITABLE FOR CUSTOMER'S PURPOSES. PUBQUICK IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CUSTOMER OR USER OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

- b) PUBQUICK DOES NOT WARRANT THAT ACCESS TO OR USE OF THE CITFIX SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. PubQuick shall not be liable for any damages arising out of errors in the operation of the Citfix Service.
- c) In no event will PubQuick's aggregate liability exceed the subscription fees paid by Customer during the twelve (12) month period preceding the event or circumstance giving rise to such claim. In no event will PubQuick be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage). SOME STATES MAY NOT ALLOW THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.
- d) The Citfix Service may include data sources, gateways, links or other functionality that use and/or allows Customer and/or User to access third party services ("Third Party Services") and/or third party content and materials ("Third Party Materials"). PubQuick is not responsible for any Third Party Services or Third Party Materials, which may be subject to their own licenses, end-user agreements, privacy and security policies, and/or terms of use. PUBQUICK MAKES NO WARRANTY AS TO THIRD PARTY SERVICES OR THIRD PARTY DATA OR MATERIALS.

## **Indemnification.**

Customer agrees defend, indemnify, and hold PubQuick (and its officers, directors, employees and agents) harmless from and against all Costs arising out of or in connection with a claim, suit, action, or proceeding by a third party (a) alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party (b) arising from Customer use or exploitation of the Citfix Service or Citfix Data Enhancements other than as licensed herein, or (c) arising out of breach of this Agreement by Customer or its User.

## **Term and Termination**

- a) The "Term" commences on the date that Customer agrees to this Agreement online and provides required information ("Effective Date").



Subject to payment and other requirements hereunder, PubQuick will promptly process Customer's new account information and provide Customer, by the named User, with instructions to complete enrollment and begin access.

- b) Unless otherwise terminated as provided herein, this Agreement continues in effect during all Subscriptions purchased by Customer after the Effective Date, provided that if this Agreement is updated or replaced at any time, the updated or replacement version will thereafter apply to all Subscriptions (including any renewal). New versions of this Agreement will be posted on the Citfix Website.
- c) Under the applicable Payment Plan, as in effect from time to time, a Subscription may be purchased on monthly or yearly basis (respectively, a "Monthly Plan" or "Yearly Plan") or by purchase of blocks of References ("Block Reference Purchase") based on total numbers of References used. The terms and duration of each Subscription obtained by Customer shall be as specified by orders submitted by Customer via the Citfix Website under the applicable Pricing Plan.
- d) PubQuick reserves the right to change pricing at any time by posting changes on the Citfix Website. Pricing changes for a Yearly Plan will be effective at the end of the then current yearly subscription period. Pricing changes for a Monthly Plan will be effective at the end of the then current monthly subscription period. Pricing Changes for Block Reference Purchase will be effective for the Customer's next purchase of Reference blocks.
- e) Block Reference Purchases expire 12 months after purchase to the extent unused. Accordingly, Customers are encouraged to use up all Block Reference Purchases before expiration. There is no refund for expired unused Block Reference Purchases.
- f) PubQuick, in its sole discretion, may suspend or terminate Customer's username and password, account, or use of the Citfix Service and/or terminate this Agreement if Customer materially breaches this Agreement and such breach has not been cured within ten (10) business days of notice of such breach.
- g) PubQuick reserves the right to discontinue the Citfix Service on no less than one (1) year's notice. PubQuick reserves the right in its discretion to terminate this Agreement, any account or Subscription for any reason, provided that in the case of termination without cause by PubQuick, PubQuick will refund the unconsumed portion of any pre-paid Subscription hereunder.
- h) Customer's license to access or use the Citfix Service ends on termination or expiration of this Agreement or the relevant Subscription. The following provisions will survive termination of this Agreement: definitions, Customer's accrued financial obligations, the license to Customer Data to the extent PubQuick deems reasonable for PubQuick's to shut down

Customer's account or otherwise carry out post-termination operations, and the following Sections and paragraphs: 6.5, 8, 9, 13, 14, 15.8, 17, 19 and (as applicable) 20.

## Appropriate Use of the Service

- a) Customer agrees not to submit to the Citfix Service any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). In addition, PubQuick may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the Citfix Website. Customer and User will be bound by any such rules. PubQuick reserves the right to remove and erase any Customer Data that constitutes Objectionable Matter or violates any PubQuick rules regarding appropriate use, but is not obligated to do so. Customer and Customer's User will comply with all applicable laws regarding Customer Data, use of the Citfix Service and the PubQuick Information Content, including laws involving private data and any applicable export controls. PubQuick reserves the right to terminate this Agreement for cause in case the Customer materially breaches the provisions of this Section.
- b) PubQuick reserves the right to suspend or terminate immediately any Customer or User account or activity that is disrupting or causing harm to any computer, systems, or infrastructure owned, leased, or operated by PubQuick, or to other parties.

## Notice.

PubQuick may give notice by means of electronic mail to Customer's email address on record in Customer's account or by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given upon the expiration of thirty-six (36) hours after mailing (if sent by first class mail) or sending by courier or twelve (12) hours after sending (if sent by email), or, if earlier, when received. Customer may give notice to PubQuick by first class mail or courier at PubQuick Incorporated, 356, Yeading Lane, Hayes, Middlesex, UB4 9AZ, United Kingdom. Customer may change, via the Citfix Website, its applicable address, email, or other contact information and its Payment Card information.

## Assignment.

This Agreement may not be assigned by Customer without the prior written approval of PubQuick but may be assigned by PubQuick to (a) a parent or subsidiary, (b) an acquirer of all or substantially all of PubQuick's assets involved in the operations relevant to this Agreement, or (c) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

## Non-Solicitation.

During the Term of this Agreement and for a period of one (1) year thereafter, Customer will not, and will ensure that its affiliates will not, directly or indirectly: (a) solicit for employment or for performance of any services any person employed by PubQuick or (b) hire or engage for any services any person employed by PubQuick.

## Miscellaneous

- a) *Choice of Law; Jurisdiction.* This Agreement will be interpreted in accordance with the laws of the Commonwealth of Massachusetts and applicable US & UK federal law. The state and federal courts located in the city of Boston and Westminster, Massachusetts will have exclusive jurisdiction and venue over any dispute or controversy arising from or relating to this Agreement or its subject matter, and both parties submit to such jurisdiction.
- b) *Changes.* PubQuick reserves the right to make changes and updates to the functionality and/or documentation of the Citfix Service from time to time.
- c) *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- d) *No Agency.* No joint venture, partnership, employment, or agency relationship exists between Customer and PubQuick as a result of this Agreement or use of the Citfix Service.
- e) *No Waiver.* The failure of PubQuick to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by PubQuick in writing.
- f) *Force Majeure.* Except for the payment by Customer, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or

governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

- g) *Publicity*. PubQuick will have the right to refer to Customer on its websites and marketing materials, and for such purpose may use Customer's name and logo, subject to Customer's written approval, not to be unreasonably withheld.
- h) *Counterparts*. This agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Execution by fax is permitted.
- i) *Entire Agreement*. This Agreement, together with applicable Subscriptions comprises the entire agreement between Customer and PubQuick and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

## Privacy Policy

Please review our Privacy Policy to better understand our practices.