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18 LIMITATION OF LIABILITY AND DAMAGES

18.1 Limitation of Liability

DOCSTOC SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR ACCESS TO OR USE OF ANY DOCSTOC PLATFORM, SERVICES, CONTENT, OR ANY REFERENCE SITE OR THIRD PARTY SERVICE PROVIDERS OR VENDORS, YOUR DISPLAYING, COPYING, DOWNLOADING, OR USING, ANY CONTENT, INCLUDING FROM OR THROUGH ANY DOCSTOC PLATFORM. DOCSTOC SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OF ANY DOCSTOC PLATFORM, CONTENT, OR SERVICE TO OPERATE, FOR ANY ERRORS IN OR IN CONNECTION WITH ANY DOCSTOC PLATFORM, SERVICE, OR CONTENT, OR ANY REFERENCE SITE OR THIRD PARTY SERVICE PROVIDERS OR VENDORS, OR FOR ANY LACK OF ACCESS TO ANY DOCSTOC PLATFORM, CONTENT, OR SERVICE, OR ANY REFERENCE SITE OR THIRD PARTY SERVICE PROVIDERS OR VENDORS. DOCSTOC MAY INTERRUPT ANY DOCSTOC PLATFORM OR SERVICE AT ANY TIME TO PERFORM MAINTENANCE, TO ADDRESS SECURITY BREACHES, OR FOR ANY OTHER REASON, OR NO REASON AT ALL, WITH NO LIABILITY TO YOU WHATSOEVER. IN NO EVENT SHALL DOCSTOC BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE, ANY DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) HOWEVER ARISING, EVEN IF DOCSTOC KNOWS OR HAS BEEN ADVISED THERE IS A POSSIBILITY OF SUCH DAMAGE. THE LIABILITIES LIMITED BY THIS SECTION INCLUDE, WITHOUT LIMITATION, LIABILITY FOR NEGLIGENCE.  
  
THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN DOCSTOC AND RECEIVED THROUGH OR ADVERTISED ON ANY DOCSTOC PLATFORM OR RECEIVED THROUGH ANY REFERENCE SITES.  
  
THESE TERMS DO NOT GRANT YOU OR ANY THIRD PARTY NOT IN PRIVITY TO THIS AGREEMENT ANY GREATER OR ADDITIONAL RIGHTS OR REMEDIES AGAINST YOU OR DOCSTOC THAN SUCH THIRD PARTY MIGHT OTHERWISE HAVE ABSENT THESE TERMS. THESE TERMS DO NOT GRANT ANY THIRD PARTY BENEFICIARY RIGHTS, SUCH RIGHTS ARE EXPRESSLY DISCLAIMED.

18.2 Limitation of Damages

IN NO EVENT WILL DOCSTOC OR ITS AFFILIATES’, CONTRACTORS’, EMPLOYEES’, AGENTS’, ATTORNEYS’, OR THIRD-PARTY PARTNERS’, LICENSORS’, OR SUPPLIERS’ TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS, OR YOUR USE OF ANY DOCSTOC PLATFORM, SERVICE, CONTENT, OR REFERENCE SITES, OR YOUR INTERACTION WITH OTHER USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING ANY DOCSTOC PLATFORM, OR OBTAINING ANY SERVICES, OR CONTENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER. THE LIABILITIES LIMITED BY THIS SECTION INCLUDE, WITHOUT LIMITATION, LIABILITY FOR NEGLIGENCE.  
  
THESE LIMITATIONS OF DAMAGES ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES AND RECEIVED THROUGH OR ADVERTISED ON ANY DOCSTOC PLATFORM, SERVICES, OR CONTENT, OR RECEIVED THROUGH ANY REFERENCE SITES.

18.3 Limitations by Applicable Law

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IS SUCH A JURISDICTION, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED, IF THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED APPLY AT ALL.

18.4 Basis of the Bargain

YOU ACKNOWLEDGE AND AGREE THAT DOCSTOC HAS OFFERED ITS DOCSTOC PLATFORMS, PRODUCTS AND SERVICES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND DOCSTOC, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND DOCSTOC. DOCSTOC WOULD NOT BE ABLE TO PROVIDE ANY DOCSTOC PLATFORM, SERVICES, OR CONTENT TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

19 LOCAL LAWS; EXPORT CONTROL

DOCSTOC controls and operates each DOCSTOC Platform from its headquarters in the State of California in the United States of America and a DOCSTOC Platform, Service, or Content may not be appropriate or available for use in other locations. Although DOCSTOC does not direct its activities to users outside of the United States of America, if You use any DOCSTOC Platform outside the United States of America, You are responsible for following applicable local laws. You agree to comply with all export laws and restrictions and regulations of the United States Department of Commerce or other United States or other sovereign agency or authority, and not to export, or allow the export or re-export of any software, technical data, or any direct product thereof in violation of any such restrictions, laws, or regulations, or unless and until all required licenses and authorizations are obtained with respect to the countries specified in the applicable United States Export Administration Regulations (or any successor supplement or regulations). The transfer of certain technical data and commodities may require a license from an agency of the United States government and/or written assurances by You that You will not export such software, technical data, or commodities to certain foreign countries without prior approval of such agency. Your rights under the Terms are contingent on Your compliance with this and all other provisions.

20 TERMINATION

20.1 DOCSTOC

DOCSTOC may, in its sole and unfettered discretion, for any or no reason, and without penalty, terminate and/or suspend Your access to any DOCSTOC Platform, Service, or Content without notice. DOCSTOC prefers to advise You of Your inappropriate behavior and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by DOCSTOC in its sole and unfettered discretion, may result in immediate termination of Your access to any DOCSTOC Platform, Service or Content. If DOCSTOC terminates Your access to any DOCSTOC Platform, Service, or Content, DOCSTOC may delete Your user profile(s) but will not be obligated to, and may delete any Content that You have provided in connection with any DOCSTOC Platform. DOCSTOC has the right to terminate any password-restricted account for any reason. You will not create multiple user accounts, particularly so as to abuse any of the DOCSTOC policies, guidelines, or systems, or in connection with DocCash. However, if Your business involves advising any third party about any of the matters in any Content then You may create an account in relation to each such third party so that You may purchase a separate mandatory membership [license] for and in connection with the re-use or re-purposing of any Content for or in connection with each third party You advise or supply any such Content to, whether re-purposed or modified or not. Each such additional account shall use as the member name the same member name of the first member account followed by a number indicating the account number, using three digits: for example if the first member account was named Thom Jones then the second account would be Thom Jones002, and the 105th account would be Thom Jones105. (Please note all terms regarding what may and what may not be done with various Content. You must also notify each such third-party that You advise, in writing that he, she, or it may not resell, re-license, republish, distribute, or transmit any aspect of any Content.) If, in violation of these Terms of Service, You have created multiple accounts and any single account is terminated by DOCSTOC then DOCSTOC may terminate all of Your accounts. Further, if DOCSTOC terminates any of Your User accounts and You have multiple accounts, You will notify DOCSTOC of the usernames of all Your other User accounts and You will not open any new User account(s). IF YOUR ACCOUNT HAS BEEN SUSPENDED OR TERMINATED AND YOU DO OPEN A NEW ACCOUNT YOU WILL BE LIABLE TO DOCSTOC FOR DAMAGES OR, AT DOCSTOC’S OPTION, LIQUIDATED DAMAGES IN AN AMOUNT OF $500.00. Such termination may continue so long as DOCSTOC suspects the violation in question, and DOCSTOC will have no liability to You for such suspension, including, without limitation, liability to refund any fees paid for any Content, documents, features, or subscriptions. You agree that DOCSTOC will not be liable to You or any third party for any such termination.

20.2 Your Remedies

**YOUR ONLY REMEDY** with respect to any breach by DOCSTOC of any term in these Terms, The DOCSTOC Privacy Policy, violation of any right or law, or dissatisfaction with (i) any DOCSTOC Platform, Service, or Content, (ii) any term of these Terms, (iii) any policy or practice of DOCSTOC in operating any DOCSTOC Platform or Service, or (iv) any Content, content or information transmitted through any DOCSTOC Platform, is to terminate Your account and discontinue using any and all parts of each DOCSTOC Platform.

21 INDEMNIFICATION & RELEASE

You agree to indemnify, defend, save, and hold harmless DOCSTOC, its parent and affiliated companies, contractors, employees, agents, attorneys, and its third-party suppliers, licensors, and partners, from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of Your use or misuse of any DOCSTOC Platform, Service, Content, any violation by You of any term of these Terms, or any breach of the representations, warranties, promises, or covenants made by You herein. DOCSTOC reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify, defend, or hold harmless DOCSTOC, and You agree to cooperate with DOCSTOC's defense of these claims. DOCSTOC will use reasonable efforts to notify You of any such claim, action, or proceeding upon becoming aware of it.  
  
Users are responsible for their acts and omissions and content placed on any DOCSTOC Platform. In the event that You have a dispute with or claim against one or more Users, You release DOCSTOC (and our parents, subsidiaries, officers, directors, shareholders, employees, agents, joint ventures, consultants, successors and assigns) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If You are a California resident, You waive California Civil Code §1542, which says: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

22 MISCELLANEOUS

22.1 Governing Law and Jurisdiction

California law and controlling U.S. federal law, without regard to the choice or conflict of law provisions, will govern the Terms. Any disputes relating to the Terms or any DOCSTOC Platform, Service, Content, or Reference Site, will be heard in the courts located in Los Angeles County, California. If any term or provision of the Terms is found to be inconsistent with applicable law, then such term or provision shall be interpreted and modified to reflect the intentions of the parties, and no other terms will be modified.

22.2 Waiver

DOCSTOC's failure to enforce any term or provision of the Terms is not a waiver of such term. The Terms are the entire agreement between You and DOCSTOC and supersede all prior or contemporaneous negotiations, discussions, or agreements between You and DOCSTOC about the subjects of the Terms, including each DOCSTOC Platform, Service, and Content.

22.3 Survival

Upon expiration or termination of the Terms, any provision which logically, by its nature, or by express terms should survive, will survive such termination or expiration, including, but not limited to, sections regarding proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and damages, and governing law and jurisdiction, and all general provisions shall survive any termination or expiration of these Terms.

22.4 Severability

If any provision of the Terms and related Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

22.5 Assignment

The Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by DOCSTOC without restriction. Any assignment attempted to be made in violation of the Terms shall be void.

22.6 Headings

The heading references herein are for convenience purposes only, do not constitute a part of the Terms, and will not be deemed to limit or affect any of the provisions hereof.

22.7 Entire Agreement

This is the entire agreement between You and DOCSTOC relating to the subject matter herein and will not be modified except in writing, signed by both parties by hand, or by a change to these Terms made by DOCSTOC as set forth in sections 2 and 3 above.

22.8 Claims

YOU AND DOCSTOC AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR ANY DOCSTOC PLATFORM, SERVICE, OR CONTENT, EXCEPT FOR DOCSTOC’S RIGHTS TO SEEK INDEMNIFICATION, DEFENSE, AND TO BE HELD HARMLESS, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. YOU ARE, HOWEVER, REFERRED TO SECTION 20.2, REGARDING YOUR REMEDIES.

22.9 Dispute Resolution

If a dispute arises between You and DOCSTOC, we would like to achieve a neutral and cost effective means of resolving disputes quickly. Except as set forth otherwise in these Terms, You and DOCSTOC agree to resolve any claim or controversy at law (“Claim”), and although You have waived Your right to seek equitable or injunctive relief, should You attempt to pursue such relief in contravention of Your agreement not to, You will seek to resolve any claim or controversy at equity, that arises out of Your use of any DOCSTOC Platform, Service, Content, or these Terms in accordance with one of the subsections below or as DOCSTOC and You otherwise agree in writing, signed by hand, on paper. Before resorting to these alternatives, we strongly encourage You to first contact us directly to seek a resolution by contacting us. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

* **Law and Forum for Legal Disputes** - This Agreement (the Terms) shall be governed in all respects by the laws of the State of California and controlling U.S. federal law, without regard to conflict of law provisions. You agree that any Claim or dispute You may have against DOCSTOC, or DOCSTOC may have against You, must be resolved exclusively by a state or federal court located in Los Angeles County, California, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts (and arbitrators) located within Los Angeles, California for the purpose of litigating all such claims or disputes.
* **Arbitration Option** – Although Section 20.2 regarding Your remedies governs, for any claim (excluding claims by DOCSTOC for injunctive or other equitable relief) where the total amount of the award sought is less than $10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online, and/or solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If we are unable to agree upon an ADR provider then the default ADR provider shall be the American Arbitration Association, JAMS, or Judicate West, as decided by the party submitting the claim for arbitration.
* **Improperly Filed Claims** - All claims You bring against DOCSTOC must be resolved in accordance with this Legal Disputes Section. All claims filed or brought contrary to this Dispute Resolution Section shall be considered improperly filed. Should You file a claim contrary to this Dispute Resolution Section, DOCSTOC may recover attorneys' fees and costs up to $1,000, provided that DOCSTOC has notified You of the improperly filed claim, and You have failed to promptly withdraw the claim.

22.10 Class Actions

You expressly waive the right and agree not to bring or participate in any class action or joinder or consolidation of claims with respect to any dispute under or relating to this Agreement, including in any arbitration.

22.11 Advertisements in documents

Neither advertisements in or among documents, Content, a DOCSTOC Platform, nor their placement are intended to suggest the author or member who posted said Content, or any entity or person mentioned in the Content, is in any way associated with, endorses, or approves the advertisement or advertiser. The advertisement was inserted between document pages automatically.

22.12 Complaints

In accordance with Cal. Civ. Code §1789.3, if You are domiciled in California You may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (916) 445-1254 or (800) 952-5210. DOCSTOC

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