Terms of Use

Your use the services made available by IXD, Inc. is subject to these Terms of Use (these "Terms").

IXD End User Agreement

This is an agreement ("Agreement") between IXD ("we", "us" or "IXD") and you, an end user ("you", "user" or "subscriber") of IXD’s information exchange and delivery service (the "Service") as described herein. By establishing, activating, using, or paying for the Service, you acknowledge that you have read and understood these terms, you agree to the terms and conditions in this Agreement, and you represent that you are of legal age to enter this Agreement and become bound by its terms, and to the prices, charges, and conditions provided to you in association with your enrollment, including marketing materials and the IXD website, which are incorporated herein by reference. This Agreement governs the Service and any website, application or software used in conjunction with the Service.

Service Description And Term Of Service

The Service

IXD provides information exchange and delivery services. IXD is constantly innovating the Service in order to provide its customers with the best possible experience, and we may alter, expand, or reduce the features of the Service from time to time without notice. Unless otherwise specified, the Service is provided on a subscription basis and does not constitute the license of any software.

Service Term

The Service is offered both as a free and a paid service. The paid Service is offered on a month-to-month basis, beginning on the date IXD activates the Service, and automatically renews on a monthly basis. IXD may also offer the Service for twelve consecutive months pursuant to optional annual pricing plans. You may cancel the Service at any time through the IXD website. If you cancel Service prior to the end of the monthly or annual billing period, you will not be entitled to billing credits or refunds for the unused portion of your billing period or unused prepaid usage credits, unless you cancel during the Money Back Guarantee period described herein.

Free Trial Offer

From time to time, IXD may allow users to subscribe pursuant to a promotional offer granting a free trial for Service ("Free Trial"). Free Trial subscribers will receive free use of the Service solely for a limited period of time and all use of the Service shall be subject to the terms herein, plus all other restrictions, limitations and conditions identified in the specific promotional offer. Notwithstanding any other provision in this Agreement, all Free Trial subscriptions are provided solely as an accommodation to the subscriber, and IXD reserves the right, at all times in its sole discretion, to terminate any Free Trial at any time without notice. Once the Free Trial period expires, the subscriber will be ineligible to subsequently establish another Free Trial account under the same or any other identity, unless expressly permitted to do so under the terms of a specific promotional offer.

At the end of the trial period, if the subscriber previously provided credit card information, the subscriber will be automatically subscribed. We will bill the subscriber’s credit card for the fees of the Service plan the subscriber selected at registration or to a default Service plan for trial subscribers selected by IXD. At the end of the trial the subscriber will be billed a pro-rated amount for the number of days left in the month. Thereafter the subscriber will be billed the normal amount on the 1st of each month.

Promotional Offers for New Subscribers

From time to time, IXD may offer discounts and/or special incentives exclusively for new subscribers. Notwithstanding any other provision in this Agreement, IXD reserves the right, at all times in its sole discretion, to terminate any promotional offer at any time without notice. Unless expressly permitted under the terms of a specific promotional offer, current and former subscribers, under the same or any other identity, are ineligible for any promotional offer reserved for new subscribers.

Termination for Cause

Either party may terminate this Agreement at any time in the event that the other party breaches any provision of this Agreement in any material respect and fails to cure such breach within 30 days after receipt of written notice of such breach. Notwithstanding the foregoing, IXD may terminate this Agreement and/or suspend the provision of the Service immediately for: illegal, fraudulent, excessive or improper use of the Service or if deemed reasonably necessary by IXD to prevent interruption or disruption to the IXD system, its business or other customers; if any portion of an invoice not reasonably disputed in good faith as herein provided remains unpaid when due; or for breach, not subject to cure. IXD shall not be liable to you or any third party should we exercise our right to discontinue Service, in whole or in part, or terminate this Agreement pursuant to this section.

Fair Use Policy

We are committed to providing first class customer service and value to users of our Services. In order to provide the best pricing, support and Services available to all of our users, we retain the right to impose limits on your usage of the Service or to terminate the Service if we reasonably believe that your use of the Services is not consistent with normal, fair and reasonable use of such Services. Wherever reasonably possible, we will give you written notice before taking any such action, and allow a reasonable period to allow you to modify your use.

Use Of Service

Responsibility for Account Information

In connection with your use of the Service, you will be asked to provide an email address and specify a password in connection with your use of the Service and website. You are entirely responsible for maintaining confidentiality of your password and account information. You are responsible for all uses of the Service in association with your account, whether or not authorized by you.

Responsibility for Communications, Uploaded Data and Content

You are the sole owner of content and solely responsible for the content of all communications using your account. You retain all rights to any and all of your communications and content, including uploaded data. IXD may access your account, including uploaded data, to respond to service or technical problems or as stated in this Agreement or required by applicable law. You, not IXD, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Uploaded Data, and IXD shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Uploaded Data. You must comply with all laws while using the Service; you must not transmit any communication that violates any law, court order or regulation; you must not violate any third party rights in using the Service; and you must not use the Service in any way that damages, interferes with, or disrupts IXD's system or other users. We may suspend any such communications. You understand and agree that your use of the Service and any content is solely at your own risk.

Consent to Receive Email

By establishing a paid or trial account with IXD, you consent to receive periodic email communication from us concerning services and billing, including without limitation, notices of service updates, payment transactions, payment methods, usage reports, and other correspondence required for administration of the Service. We also reserve the right to establish the number of transmissions and email messages, and impose other limitations at any time, with or without notice. From time to time, we will send you product updates and information related to IXD and your account. You may opt-out from those updates in your account settings and from each of the emails sent.

Resale and Transfer

You are expressly prohibited from reselling or transferring the Service and/or software to any other person for any purpose, without express written permission from IXD in advance.

Unlawful and Prohibited Use

You agree to use the Service only for lawful purposes. You are expressly prohibited from using the Service to transmit or receive any communication or material of any kind when in IXD's sole judgment the transmission, receipt, or possession of such communication or material would constitute, or encourages conduct that would constitute, a criminal offense, give rise to a civil liability, or otherwise violate any applicable laws. You are expressly prohibited from using the Service for any abusive or fraudulent purpose, including using the Service in a way that interferes with our ability to provide the Service to you or other customers or avoids your obligation to pay for any IXD services. IXD, in its sole discretion, may terminate your Service without advance notice if it believes you have violated the aforementioned restrictions, or if you act in a manner that is threatening, obscene, harassing, or abusive to IXD personnel. You are liable for any and all use of the Service by any person using the Service provided to you and agree to indemnify and hold harmless IXD against any and all liability for any such use. If IXD, in its sole discretion, believes that you have violated the aforementioned restrictions, IXD may forward personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

Except to the extent permitted by applicable law, You may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Services and/or any other aspect of the Company’s technology. You shall not market, offer to sell, sell and/or otherwise resell the Service to any third party. You agree not to use the Service (a) in connection with sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (c) to transmit through or post on the Service unlawful, harassing, libelous, abusive, harassing, fraudulent, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or material which is harmful to minors in any way; (d) to transmit through or post on the Service any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs, cancelbots; (f) to interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies or procedures of such networks; (g) to attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service through password mining or any other means; (h) to harass or interfere with another user’s use and enjoyment of the Service, or (i) to make any representations with respect to IXD or this Agreement (including, without limitation, that IXD is a warrantor or co-seller of any of Customer’s products and/or services). All judgements concerning the applicability of these restrictions and any responses to violations thereof shall be at the sole and exclusive discretion of IXD.

Unauthorized Commercial Use

The Service is for internal business purposes only, or for the direct benefit of you, your company or affiliated organization. You agree that will not make the Service available to unaffiliated persons, whether or not you generate income from this practice. If IXD, in its sole discretion, believes that your account is being used by unauthorized persons, your account may be immediately suspended or cancelled without prior notice to you.

Theft of Service

You agree to notify IXD immediately if you become aware at any time that your Service is being stolen or fraudulently used, or access to your account information, including password, has been compromised. You must provide a detailed description of the circumstances of the theft or stolen or fraudulent use of the Service and supply any additional documentation reasonably requested by IXD. Failure to do so in a timely manner may result in the termination of your Service and additional charges.

Copyright, Trademark, and Unauthorized Use

The Service and any software used to provide the Service or provided to you in conjunction with providing the Service, and all Services, information, documents, and materials on IXD's website are protected by copyright, trademark, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of IXD are and shall remain the exclusive property of IXD and nothing in this Agreement shall grant you the right or license to use such Marks.

Audit and Law Enforcement

IXD reserves the right to audit your use of the Service to enforce the provisions of this Agreement. IXD reserves the right to track and monitor your Service and usage subject to the requirements of the United States Patriot Act and other laws and appropriate law enforcement processes. You acknowledge and agree that this Agreement is sufficient notice to you of such monitoring to the extent any notice is required under applicable federal or state law.

Charges And Payments

Billing

Unless you are paying for the service pursuant to an invoicing arrangement with IXD or one of our authorized resellers (“Reseller), as described in the following paragraphs, the following terms shall apply to your use of the service: you must provide a valid credit card number when the Service is activated. You authorize IXD to charge automatically to your credit card any amounts payable by you in connection with your use of the Service. Your right to use the Service is subject to any limits established by your credit card issuer. Your charges and credits issued will appear on an online billing statement that you may access from the IXD website. You give IXD permission to obtain authorization for use of your credit card from your card issuer. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced owing to loss or theft, you must advise IXD at once. Your initial use of the Service authorizes IXD to charge the credit card number on file with IXD, updated by any changed information related to card expiration, replacement, or substitution. This authorization remains valid until 30 days after IXD receives your notice to terminate our authority to charge your card, whereupon we will charge you for any outstanding charges and terminate the Service. IXD bills all charges and applicable taxes and fees monthly in advance (except for usage-based charges, which will be billed monthly in arrears, plus any other charges which IXD chooses to bill in arrears) to your designated payment method. IXD is not responsible for any charges imposed by your card issuer. IXD reserves the right to bill at more frequent intervals if the outstanding amount due at any time exceeds $50. All charges will be billed according to the rates and terms set forth in published materials and found on the IXD website. If you are paying for the Service pursuant to a mutually agreed invoicing arrangement with IXD, IXD will invoice you on a periodic basis in accordance with its standard practice. You must pay each invoice within thirty days after the date of the invoice. In the event of late payment, your access to the Service may be suspended or terminated. Further, unpaid fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

If you are paying for the Service through a Reseller, all payment related terms (including, but not limited to, pricing, invoicing, billing, payment methods, and late payment charges) will be set forth in your agreement directly with Reseller.

Electronic Invoicing

You will not receive paper invoices or receipts. You can access printable invoices, billing reports and payment receipts via the IXD website.

Trial Guarantee

From time to time, IXD may offer a Money Back Guarantee ("Trial Guarantee"), the duration (the "Trial Period") and terms of which may vary according to the terms of specific sales promotions as described in the promotional literature or on the website, which is applicable only to your first-ordered account. (You will not qualify for the Trial Guarantee program if you cancel and subsequently re-establish an IXD account at the same or another location.) Under the terms of this Trial Guarantee, if it applies, IXD may refund some or all charges, provided that you cancel the Service within the specified number of days in the Trial Period after the Activation Date. IXD reserves the right to terminate, revoke, or change the terms of this Trial Guarantee at any time, without prior notice. No refund of usage charges or any taxes or fees applicable to such charges will apply, including but not limited to toll-free access charges.

IXD Annual Service Plans

The annual service fees associated with the optional IXD Annual Service Plans represent payment for twelve consecutive months of Service commencing on the Activation Date. You will be responsible for any additional charges for services or usage not covered by the plan, billed on a monthly basis. If you cancel the Service prior to the end of the annual period, you will not receive a refund or credit for the unused portion of your billing period, unless you cancel within an applicable Trial Guarantee period, as described herein. At the conclusion of the annual period, your Service will automatically renew for a subsequent twelve-month period at the then current renewal price for the selected IXD annual Service plan, unless you choose to switch to an alternate pricing plan or cancel Service prior to the anniversary of the Activation Date.

Price and Price Changes

Prices and charges relating to the Service are posted on the IXD website. We may change the prices and charges for the Service from time to time. We may decrease prices without providing advance notice. Increases to the prices or charges for the Service are effective no sooner than seven days (1) after posted on the IXD website or (2) you are otherwise notified of the changes, including being sent an electronic notification to the email address registered on your account.

Failure to Pay

We may suspend, restrict, or cancel the Service and this Agreement if you do not make payments for current or prior bills by the required due date. Service cancellation will result in your Account and all associated data being suspended, archived or purged from the Service if your account is delinquent for more than 30 days. IXD may impose a charge to restore archived data from delinquent accounts.

Late Payment Charge

We may add interest charges to any past-due amounts at the lower of 1.5% per month or the maximum rate allowed by law, prorated for each day payment is past due. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. You agree to reimburse us for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments. If charges cannot be processed through your credit or debit card, we will charge you an additional $15.00. If the state where you receive the Service requires a different fee, we will charge you that amount.

Invalid Payment Method

If we determine, in our sole discretion, that the payment method(s) registered on your account is no longer valid (such as the passing of an expiration date associated with a credit card or a failed payment transaction against that card, for any reason), we may suspend or restrict the Service until you provide a valid payment method.

Taxes

You are responsible for, and must pay, any applicable federal, state, local, or other governmental sales, use, excise, public utility, or other taxes, and charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service. These amounts are in addition to payment for the Service and will be billed to your credit or debit card as set forth in this Agreement. If you are exempt from payment of such charges, you must provide documentation satisfactory to us that you are exempt. Tax exemption will only apply from and after the date IXD receives and verifies this documentation. Taxes and other applicable fees will be in the amounts specified by federal, state, and local authorities.

Service Interruption

You acknowledge and agree that credit allowances for interruption of the Service will not be provided.

Billing Disputes

You must notify IXD within seven days after receiving your credit or debit card statement if you dispute any IXD charges on that statement or such dispute will be deemed waived.

Service Cancellation

You may cancel the Service at any time by notifying IXD according to the procedures specified on the IXD website or by notifying IXD’s customer support department at Support@IXD.co. You remain fully liable for accrued charges, taxes, and fees outstanding at the time of termination, and you authorize IXD to process these amounts to your credit or debit card. You agree that if we are unable to process these amounts to your designated credit or debit card(s), we may take other steps as we deem necessary to collect the fees owed to us for the Service, and that you will be responsible for all costs and expenses we incur in connection with such collection activity, including collection fees, court costs and legal fees.

IXD, in its sole discretion, may terminate your password, account or use of the Service and remove and discard any subscriber content within the Service if you fail to comply with this Agreement. You may terminate your Customer Account upon thirty (30) days’ notice to IXD at any time; however, you will not receive a refund of any portion of your fees paid to IXD.

Upon termination of this Agreement, You will immediately discontinue all access and use of the Service. Neither party shall be liable for any damages resulting from a termination of this Agreement in accordance with this Section. Upon termination, subscriber may request a file of your communications and content, including any uploaded data, which IXD will make available for a fee. You must make such request within thirty (30) days of termination. IXD shall have no obligation to maintain any communications and content stored in your Customer Account or to forward any subscriber communications and content to You or any third party.

Indemnification

You agree to defend, indemnify, and hold IXD, its affiliates, and agents and any other service provider who furnishes services to you or enables us to furnish services to you in connection with this Agreement or the Service, harmless from claims or damages relating to or arising out of the Service or this Agreement, including, but not limited to: (1) your use of the Service (including without limitation, any person accessing the Service using your account; (2) any actual or alleged violation of this Agreement or any applicable law, rule or regulation by you or any person accessing the Service using your account; or (3) any actual or alleged infringement or violation by you or any person accessing the Service using your account of any intellectual property, privacy right, or other right of any person or entity. You agree that IXD should not be and is not responsible for any third party claims against us that arise from your use of the Service. Further, you agree to reimburse us for all of our costs and expenses related to the defense of any such claims, including attorneys' fees, unless such claims are based on our willful misconduct or gross negligence.

Limitations Of Liability

BY ENROLLING IN, ACTIVATING, USING, OR PAYING FOR THE SERVICE, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE LIMITATIONS OF IXD SERVICE DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF IXD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES THAT ARE REQUIRED BY LAW TO BE PAID, YOU AGREE THAT ALL DAMAGES ARE EXCLUDED EXCEPT FOR THE DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE, NOT TO EXCEED THE TOTAL AMOUNTS PAID BY YOU IN THE THREE (3) MONTHS UNDER THIS AGREEMENT IMMEDIATELY PRECEDING THE CLAIM.

Disclaimer Of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, IXD, ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NEITHER IXD NOR ITS AFFILIATES, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WARRANTS THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT YOUR USE OF THE SERVICE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA. NEITHER IXD NOR ITS LICENSORS OR SUPPLIERS HAS ANY LIABILITY WHATSOEVER IN CONNECTION WITH YOUR USE OF SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, IXD EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

Miscellaneous

General Provisions

This Agreement does not provide any third party with a remedy, claim, or right of reimbursement. Failure by IXD to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right. This Agreement constitutes the entire agreement between us and supersedes all prior agreements, understandings, statements, or proposals concerning the Service, including representations, whether written or oral. No written or oral statement, advertisement, or service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor IXD is relying on any representations or statements by the other party or any other person that are not included in this Agreement. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Governing Law

This Agreement, and all other aspects of the use of the Service and the IXD website, shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. This governing law provision applies no matter where you reside, or where you use or pay for the Service. You agree to submit to the exclusive jurisdiction of the state or Washington courts located in or with responsibility for King County, Washington to resolve any disputes arising hereunder.

ANY CAUSE OF ACTION BY USE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER IT AROSE OR BE FOREVER WAIVED AND BARRED.

Export Restrictions

IXD controls and operates the Service from its location in the United States using servers in the U.S. and other countries. As a U.S. company, IXD and its Services are subject to the U.S. economic sanctions and export control laws and regulations. IXD makes no representation that the Service is appropriate or available for use in other locations. By using the Service outside of the U.S., you agree that you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of the U.S. and other countries. You further agree that no information or data acquired through the use of the Service is or will be acquired for, shipped, transferred, exported or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons or missile projects, unless specifically authorized by the U.S. Government for such purposes. You further acknowledge that Uploaded Data may be stored on or routed through servers located outside the United States. You shall comply strictly with all U.S. export control and economic sanctions laws and regulations (including, without limitation, the U.S. International Traffic in Arms Regulations, the U.S. Export Administration Regulations and regulations administered by the Department of the Treasury’s Office of Foreign Assets Control) applicable to transfers of such Uploaded Data and assume sole responsibility for obtaining licenses to export or re-export as may be required. IXD shall have no liability for your failure to comply with such laws, regulations, licenses or other authorizations in relation to the Service and/or the Uploaded Data. Notwithstanding any other provision in this Agreement, IXD shall have the right to terminate this Agreement immediately upon the determination by IXD that Customer is not in compliance with US export laws or violates any government privacy and/or data protection laws.

Events Beyond Our Control

IXD will not be responsible to you for any delay, failure in performance, loss, or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, terrorism, war, acts of God, acts or omissions of carriers, service providers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control.

Assignment

We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Service without our prior written consent.

Privacy

Use of the Service shall be subject to the IXD Privacy Policy which is available at [https://www.IXD.co/privacy.html](http://ixd.co/privacy.html)

Survival

The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations, billings, and your obligations to pay for the Service provided, including any additional usage charges, shall survive any termination of this Agreement or termination of the Service.

Non-Waiver

Failure by IXD to insist upon strict performance of any terms or conditions of this Agreement or failure or delay to exercise any rights or remedies provided herein or by law shall not release you from any of the warranties of obligations of this Agreement, and shall not be deemed a waiver of any right of IXD to insist upon strict performance hereof or any of its rights and remedies.

Changes to this Agreement

IXD may change this Agreement from time to time. Any changes will be posted at the Terms of Use section of the IXD website ([https://www.IXD.co/terms.html](http://ixd.co/terms.html)). Notice will be considered received by you and any such changes will become binding and effective on the date the changes are posted to the IXD website, except in the case of changes to the prices or charges, when we will comply with our notice commitments described above. IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICE AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS, OR CONDITIONS, YOU AGREE TO THE CHANGES. The Agreement as posted supersedes all previously agreed to electronic and written terms of service.

*Last revised February 9, 2015*