This Agreement is between the entity you represent, or, if you do not designate an entity in connection with the Product, you individually ("you" or "your"), and CodeX Enterprises LLC ("we", "us", or "our", "CodeX"). This Agreement applies to the software identified as "xSkrape Office Task Manager", also called "xSkrape for Excel Web Add-In", and its interactions with our public-facing Web Sites (www.xskrape.com and www.codexframework.com) and our Online Services (hosted at www.xskrape.com), collectively called the "Service" or "Services" or "Product". Your ability to use the Product and Services relies on creating an Account ("Account") on our Web Site, which is also covered by this Agreement. If you accept this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf of a company or entity that you have the authority to bind such entity. Your continued use of the Product or Services implies acceptance of this Agreement. If you do not agree to this Agreement, then you may not use the Product or Services.

1. USE OF PRODUCT

a. Right to use. We grant you the right to install, access and use the Product, as executed locally on your client computers and on our Services, as further described in this Agreement. We reserve all other rights.

b. Responsibility for your accounts. The Product stores on client computers a non-public key that is used in your requests to our Services. You must promptly notify us about any possible misuse of your accounts, hardware or authentication credentials or any security incident related to the Product or our Services. You are responsible for the sharing of credentials and keys that allow others to access your Account or our Services on your behalf. You are able to deactivate your Account from the Account Profile page, which turns off credit usage from all clients that have access to your Account.

2. ACCEPTABLE USE

a. You may use the Product only in accordance with this Agreement.

b. You may not:

* reverse engineer, decompile, disassemble, or work around technical limitations in the Product, except to the extent applicable law permits it despite these limitations.
* disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Product.
* rent, lease, lend, resell, transfer, or host the Product, credits related to the Product, or any portion thereof, to or for third parties except as expressly permitted in this agreement.
* use the Product in a manner that violates copyright laws or violates the terms of services of systems and/or sites you use the Product to access.
* use the Product in a manner that harms or disrupts communications or function of systems and/or sites you use the Product to access.
* use the Product for any illegal or malicious purpose.
* create and/or post misleading, unsolicited, unlawful, and/or spam postings/email.
* use the Product and/or Services to create a derivative work that substantially duplicates the Product and/or Service's functionality.
* use the Product and/or Services in a way that violates US export restrictions or other local laws.

3. PURCHASING PRODUCT AND/OR SERVICES

a. Payment model. The product is purchased through the Microsoft Office Store. Trials and product fees are set, by product, as outlined in the Microsoft Office Store.

b. Refunds. We do not offer refunds for all but cases that we determine are exceptional. Most products offer a trial period which is an opportunity to establish the usefulness and applicability of the Product and Services prior to the need to purchase.

4. CONSENT TO USE DATA

You agree that we may collect and use technical information gathered as part of your use of the Product and Online Services, to help improve the Product and Online Services. We do not share such data with any third-parties.

5. TERMINATION

Without prejudice to any rights available to us at law or in equity, this Agreement will terminate at our discretion if you fail to comply with any term or conditions hereof, either by (1) our determination in consultation with you, or (2) you fail to respond to a claim of a breach of Agreement within a reasonable time, or (3) if we receive credible and valid complaints about your abuse of any terms of this Agreement. In such event, we will suspend your access to our Services, which may effectively forefit any credit balance you have. We will provide notice of such suspension to the email address you have associated with your Account. In the event of termination of this Agreement for any reason, all sections will survive except for Section 1 (a) ("Use of Product, Right to Use") and Section 3 (c) ("Purchasing Product and/or Services, Notification of rate changes").

6. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE PRODUCT AND SERVICES "AS IS", "AS AVAILABLE", AND WITH ALL FAULTS, AND YOU HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF RELIABILITY OR AVAILABILITY, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF THE USE OR PERFORMANCE OF THE PRODUCT AND SERVICES, REMAINS WITH YOU. OUR SERVICES MAY FROM TIME TO TIME EXPERIENCE PROBLEMS DUE TO FORCES BEYOND OUR CONTROL, OR EVEN WHEN IN OUR CONTROL, WE MAKE NO OFFER OF A SERVICE LEVEL AGREEMENT AT THIS TIME.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CODEX OR THROUGH OR FROM THE SERVICES OR PRODUCTS OF CODEX SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

WE ALSO MAKE NO WARRANTIES WITH RESPECT TO WHICH WEB SITES OR SERVICES THE PRODUCT AND/OR SERVICES MAY OR MAY NOT WORK, FUNCTION OR INTERACT WITH. SITE OPERATORS MAY CHANGE THEIR POLICIES AND/OR DATA FORMATS AT ANY TIME SO WHAT MAY WORK WITH THE PRODUCT AND/OR SERVICES IN THE PRESENT MAY NOT WORK IN THE FUTURE.

7. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT AND/OR SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, OR RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF OUR WARRANTY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU, IN WHICH EVENT, THE LIMITATION OF LIABILITY WILL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

8. LIMITATION OF LIABILITY AND REMEDIES

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES), OUR ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, AND YOUR EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU TO CODEX FOR THE PRODUCT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. REVISIONS TO TERMS

We reserve the right to revise this Agreement on our [website](http://www.xskrape.com/Home/Notices), or by notifying you by post or by email. If terms are changed, you will be advised when you next log into your xSkrape.com Account. Your continued use of the Product and/or Services shall be deemed to constitute acceptance of any revised terms.

10. YOUR INDEMNITY FOR MISUSE

If any third party action is initiated against CodeX and/or its affiliates as a result of your breach of this Agreement, you shall, at your expense, defend or settle and indemnify CodeX and/or its affiliates (as applicable) for such action, and you shall pay all damages attributable to such claim and awarded against CodeX and/or our affiliates after you have exhausted all rights of appeal which you in your sole discretion desires to exercise or amounts paid in a settlement approved by you in writing, provided (i) you are given prompt written notice of such claim, (ii) you have sole control of the defence and all related settlement negotiations, and (iii) we provide you with the assistance, information, and authority necessary to perform the above; reasonable expenses incurred by CodeX in providing such assistance will be reimbursed by you.

11. APPLICABLE LAW

If you are using the Product in the United States, this Agreement is governed by the laws of the State of California. If you are using the Product in Canada, unless expressly prohibited by local law, this Agreement is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If you are using the Product in the European Union, Iceland, Norway, or Switzerland, then local law applies. If you are using the Product in any other country, then this Agreement is governed by the laws of the State of California. The foregoing provisions apply notwithstanding any conflict of laws principles that would require the laws of another jurisdiction. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DO NOT APPLY TO THIS AGREEMENT.

12. MISCELLANEOUS

a. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this Agreement.
b. To the extent the terms of any CodeX policies or programs for support services conflict with the terms of this Agreement, the terms of this Agreement shall control.
c. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.
d. You may not assign this Agreement (by operation of law or otherwise) without our prior written consent. Any prohibited assignment shall be null and void.
e. We may freely assign this Agreement.
f. In the event that any legal action is required in order to enforce or interpret any of the provisions of this Agreement, the prevailing party in such action shall recover all reasonable costs and expenses, including attorney's fees, incurred in connection therewith.
g. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.
h. As used herein, the term "including" means "including but not limited to".
i. Neither party shall be liable for any failure to perform due to causes beyond its reasonable control.
j. If any provision of this Agreement is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision which approximates the intent and economic effect of the affected provision.
k. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party’s right to exercise such right or any other right in the future.
l. All waivers and amendments must be in a writing signed by an authorized representative of each party.
m. The terms and conditions of any purchase order, or any other document submitted by you that conflicts with or in any way purports to amend this Agreement, are hereby specifically objected to and shall be of no force or effect, unless the same refers to this Agreement and the particular term is expressly agreed to in writing by an officer of CodeX and your authorized representative.
n. U.S. export jurisdiction. The Products are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.

13. WEB CONTENT

You grant us a perpetual, irrevocable, unlimited, worldwide, fully paid/sublicensable license to use, copy, perform, display, distribute, and make derivative works from content you post that is publicly accessible in forums and other such public venues. Content published on our site from the user community (for example through our hosted RSS platform, although not limited to this) is to be used at your own risk. We offer no warranty about correctness, suitability or safety of such third party content.

14. MODERATION

You agree we may moderate CodeX access and use in our sole discretion, e.g. by blocking (e.g. IP addresses), filtering, deletion, delay, omission, verification, and/or access/account/license termination. You agree (1) not to bypass said moderation, (2) we are not liable for moderating, not moderating, or representations as to moderating, and (3) nothing we say or do waives our right to moderate, or not.

15. EXPORT RESTRICTIONS

The Product contains encryption technology that classifies it as ECCN 5D992 NLR. The Product is not authorized for use in any region that is identified in current U.S. Export Administration Regulations that would be precluded for this classification. You are responsible for the claim that your acquisition and use of the software is in compliance with these U.S. Export Administration Regulations.