

TERMS OF SERVICE
FOR THE
MINDJET CATALYST SERVICE

These Terms of Service apply to the Mindjet Catalyst® Service (the “Service”).

NOTICE: By clicking that you accept these Terms of Service you form a legally binding contract between you, the end user, and the following entity that is applicable to the jurisdiction in which you are located:

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| • If you are located in Europe (other than the UK, Ireland Isle of Man and Jersey), the Middle East or Africa: | Mindjet GmbH |
| • If you are located in the UK, Ireland, Isle of Man or Jersey: | Mindjet (UK) Ltd. |
| • If you are located in Japan: | Mindjet Co. Ltd. (KK) |
| • If you are located anywhere else, including the United States: | Mindjet LLC |

(collectively, “Mindjet”).

MINDJET PERMITS YOU TO ACCESS THE SERVICE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THESE TERMS OF SERVICE. PLEASE READ THESE TERMS OF SERVICE CAREFULLY. THESE TERMS OF SERVICE GOVERN YOUR ACCESS TO THE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT BY CLICKING ON THE “ACCEPT” BUTTON OR SIMILAR BUTTONS OR LINKS AS MAY BE DESIGNATED BY MINDJET, THAT YOU HAVE READ, UNDERSTOOD AND AGREED WITH THESE TERMS OF SERVICE AND THAT YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) THESE TERMS OF SERVICE, THEN MINDJET IS UNWILLING TO PERMIT YOU TO ACCESS THE SERVICE, AND YOU SHOULD CLICK ON THE “CANCEL” OR SIMILAR BUTTON AND DECLINE TO USE THE SERVICE.

Effective Date: December 2010

Last Updated: December 2010

1. These Terms of Service.

These Terms of Service govern your rights to use the Service. Unless explicitly stated otherwise, any new features that may be added to the Service shall be subject to these Terms of Service. Terms that are capitalized are defined in the body of these Terms of Service. In order to access the Service, you will be required to register with Mindjet.

2. Users and the Service.

There are two types of users of the Service (“Users”); different types of Users have different rules that apply to them.

- The first type of User is an “**Account Owner**.” If you set up a Mindjet Catalyst account, you are an Account Owner.
- The second type of user is an “**Account User**.” If you are invited to participate in a Mindjet Catalyst account, you are an Account User.

When these Terms of Service refer to “you” or a “User”, it applies to you regardless of your status as an Account Owner or an Account User. If a particular term applies only to Account Owners, Mindjet will specify that. Each User must register and accept these Terms of Service.

Mindjet Catalyst is an environment in which you and other Users can collaborate, manage meetings, share information, coordinate work, and store documents. The Service requires that you receive certain communications from Mindjet such as service announcements and administrative messages. Because these communications are considered to be a part of the Service, you will not be able to opt out of receiving them other than by terminating your use of the Service. You are solely responsible for obtaining access to the Service, which may include payment of third-party fees (such as Internet service provider fees or airtime charges). In addition, you must provide and are

solely responsible for all equipment that is necessary to access the Service, such as a home computer or your desktop computer in your office.

3. Registration Obligations. You represent and warrant that you are at least 18 years old, or the applicable age of majority in the jurisdiction in which you reside. Additionally, you agree to provide and maintain true, accurate, current, and complete information about yourself when you register for the Service ("**Registration Data**") and to update this information to keep it accurate and complete. If you provide any information that is inaccurate or incomplete, or Mindjet has reasonable grounds to suspect that such information is inaccurate or incomplete, Mindjet has the right to suspend or terminate your use of the Service.

4. Security. When you register to use the Service, you will create a unique username and a password (e.g., firstname.lastname@mindjet.com, NOT department@mindjet.com). You are solely responsible for maintaining the confidentiality of your username and password and are responsible for all activities that occur under your username. You agree that your user name and password may be used only by you. You may not share your user name and password with anyone else. Notwithstanding the foregoing, you may reassign an account provided that the prior User discontinues its use of the Service and the new User must register and accept these Terms of Service. You agree to immediately notify Mindjet of any unauthorized use of your username or password or any other breach of security. You also agree to ensure that you exit from the Service at the end of each session. Mindjet will not be liable for any loss or damage that arises as a result of your failure to comply with this section.

5. Privacy. Registration Data and certain other information about you are subject to our Privacy Policy and the related Mindjet Catalyst privacy notice. You understand that through your use of the Service, you consent to the collection, storage and use of this information including, without limitation, credit card information. This may include the transfer of this information to the United States and other countries for storage, processing and use by Mindjet and its service providers with whom it may be necessary to share such information for the purpose of providing and maintaining the Service, all of whom are under strict obligations of confidentiality to Mindjet. For example, once Mindjet has collected your credit card information, Mindjet must verify that the credit card you have provided is valid. This information is used for credit purposes and is shared with third parties only as necessary for the processing of payments. While all credit card information is handled over secure, encrypted connections (provided that it is submitted by you through the normal registration or order process), Mindjet does not guarantee that unauthorized access will never occur. You acknowledge and agree that Mindjet's provision of the Service may require Mindjet to process or store your personal data and to transmit such data internally within Mindjet or to Mindjet's affiliates. Such processing, storage, and transaction shall only be to the extent necessary for, and for the sole purpose of, enabling Mindjet to perform its obligations hereunder and may take place in any of the countries in which Mindjet and its affiliates conducts business, which may include countries outside of the European Economic Area. Mindjet affirms to you that Mindjet LLC currently abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union.

6. User Content and Conduct.

a. User Content. By posting messages, chatting, inputting data, or engaging in any other form of communication through the Service, you represent that you have all the rights to make such posting or other communication and that such posting or other communication does not infringe the rights of any third party. Additionally, you understand that all information, data, text, software, music, sounds, photographs, graphics, video, messages, documents, and other materials ("**Content**"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. Mindjet does not control the Content that is posted within the Service and therefore does not guarantee the accuracy, integrity, or quality of such Content. By "*publicly posted*" Mindjet means Content that you post to a workspace within an account to be viewed by a defined group of individuals including an Account Owner and one or more Account Users. This means that you are solely responsible for all Content that you upload, post, communicate via chat, transmit, or otherwise make available via or within the Service. You agree that any loss or damage of any kind that occurs as a result of the use of any Content that you upload, post, transmit, display or otherwise make available through your use of the Service is solely your responsibility. Mindjet does not plan to pre-screen Content for appropriateness, but Mindjet reserves the right to pre-screen, refuse, or remove any Content that violates these Terms of Service or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

b. Offensive or Objectionable Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, or objectionable. Under no circumstances will Mindjet be liable in any way for any Content, including, without limitation, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content.

c. Prohibitions. You agree to not use the Service to do any of the following:

- upload, post, email, transmit, or make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, illegal, libelous, invasive of another's privacy, of a "spamming" nature, hateful, or racially, ethnically, or otherwise objectionable;
- harm minors in any way;
- impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity;
- manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- upload, post, email, transmit, or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post, email, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or that violates any communications regulations or statutes or any other laws;
- upload, post, email, transmit, or otherwise make available any material that contains viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other Users of the Service are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- violate any applicable local, state, national or international law, and any regulations;
- "stalk" or otherwise harass another; or
- collect or store personal data about other Users without their consent or in connection with the prohibited conduct and activities set forth above.

You acknowledge, consent and agree that Mindjet may access, preserve, and disclose your Registration Data and Content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Mindjet, Users, and the public. You understand that the technical processing and transmission of the Service, including your Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks and devices. You understand that the Service may include security components. You agree not to attempt to override or circumvent any of the usage rules or security features embedded into the Service.

7. International Use. You acknowledge the global nature of the Internet and you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

8. Indemnity. You agree to indemnify and hold Mindjet and its subsidiaries, affiliates, officers, directors, agents, employees, partners, independent contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit, or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of these Terms of Service, or your violation of any rights of another person or entity.

9. Hosted Service Availability. Mindjet warrants at least 99% System Availability over any calendar month. Should Mindjet fail to achieve 99% System Availability in each of two consecutive calendar months, an Account Owner shall have the right to terminate his or her subscription for cause, in which case Mindjet will refund to the Account Owner any prepaid fees for the remainder of the subscription term after the date of termination. Claims under this warranty must be made in good faith and by submitting a support case within 10 business days after the end of the relevant period. "**System Availability**" means the percentage of total time during which the Service is available, excluding Scheduled Downtime and Emergency Maintenance. "**Scheduled Downtime**" means downtime of the Service during periods Mindjet will publish on Mindjet's website from time to time. "**Emergency Maintenance**" means downtime of the Service outside of Scheduled Downtime hours due to the application of urgent patches or fixes or other urgent maintenance. For the avoidance of doubt, the "Service" refers only to the hosted, web-based document storage and co-mapping system, and does not include the MindManager software product.

10. DISCLAIMER OF WARRANTIES AND DAMAGES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. EXCEPT AS SUCH DISCLAIMER MAY BE LIMITED BY APPLICABLE LAW OR AS OTHERWISE SET FORTH HEREIN: MINDJET EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; MINDJET MAKES NO WARRANTY WITH RESPECT TO PERFORMANCE, SECURITY, CAPABILITY, CURRENTNESS, OR THAT: (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (v) ANY ERRORS IN THE SERVICE OR MINDJET TECHNOLOGY (as defined below), WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER CAUSED BY VIRUS OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL MINDJET BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MINDJET OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

b. YOU ALSO ACKNOWLEDGE TO AND FOR THE BENEFIT OF MINDJET THAT THE SERVICE IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE IN WHICH THE FAILURE OF THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, PHYSICAL OR ENVIRONMENTAL DAMAGE, OR FINANCIAL LOSS, SUCH AS NUCLEAR FACILITIES OR AIR TRAFFIC CONTROL. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, MINDJET SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS SUFFERED AS A RESULT OF SUCH A FAILURE OF THE SERVICE OR A BREACH OF SECURITY INVOLVING THE SERVICE, WHETHER OR NOT SUCH LOSS OR BREACH RESULTS FROM THE DELIBERATE, RECKLESS OR NEGLIGENT ACTS OF ANY PERSON OR MAY HAVE BEEN FORESEEABLE.

c. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, MINDJET SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED USE OF ANY CONTENT OR ANY USE OF THE SERVICE TO DEVELOP, DISTRIBUTE, OR USE ANY MATERIAL THAT IS DEFAMATORY, SLANDEROUS, LIBELOUS OR OBSCENE, THAT PORTRAYS ANY PERSON IN A FALSE LIGHT, THAT CONSTITUTES AN INVASION OF ANY RIGHT TO PRIVACY OR AN INFRINGEMENT OF ANY RIGHT TO PUBLICITY, THAT VIOLATES OR INFRINGES ANY THIRD PARTY'S RIGHTS, OR THAT VIOLATES ANY FOREIGN, FEDERAL, STATE OR LOCAL STATUTE, OR REGULATION.

d. THE SERVICE MAY CONTAIN VIEWS, ADVICE, STATEMENTS, AND OPINIONS WHICH REPRESENT THE VIEWS, ADVICE, OPINIONS, AND STATEMENTS OF THE INDIVIDUAL AUTHORS AND NOT NECESSARILY THOSE OF MINDJET. MINDJET DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY VIEW, ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION PROVIDED BY SUCH AUTHORS. SUCH VIEWS, OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION ARE SOLELY THOSE OF THE AUTHORS AND CANNOT BE ATTRIBUTED TO MINDJET. RELIANCE UPON SUCH VIEWS, OPINIONS, ADVICE, STATEMENTS, OR OTHER INFORMATION SHALL ALSO BE AT YOUR OWN RISK. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, MINDJET SHALL NOT BE LIABLE TO ANYONE FOR ANY INACCURACY, ERROR, OMISSION, INTERRUPTION, TIMELINESS, INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, COMPLETENESS, DELETION, DEFECT, FAILURE OF PERFORMANCE, COMMUNICATION

LINE FAILURE, ALTERATION OR USE OF THE AUTHOR'S WORKS, REGARDLESS OF CAUSE, FOR ANY DAMAGES RESULTING THEREFROM. MINDJET ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY DAMAGE, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SERVICE.

11. LIMITATION OF LIABILITY. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, MINDJET SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF MINDJET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT IN A PARTICULAR CIRCUMSTANCE ANY DISCLAIMER OR LIMITATION ON DAMAGES OR LIABILITY SET FORTH HEREIN IS PROHIBITED BY APPLICABLE LAW, THEN, INSTEAD OF THE PROVISIONS HEREOF IN SUCH PARTICULAR CIRCUMSTANCE, MINDJET SHALL BE ENTITLED TO THE MAXIMUM DISCLAIMERS AND/OR LIMITATIONS ON DAMAGES AND LIABILITY AVAILABLE AT LAW AND IN EQUITY BY SUCH APPLICABLE LAW IN SUCH PARTICULAR CIRCUMSTANCE.

12. Mindjet's General Practices Regarding Use and Storage of Content and Data. You acknowledge that Mindjet may establish general practices and limits concerning use of the Service, including, without limitation, the maximum number of days that uploaded Content will be retained by the Service following termination of an account and the maximum disk space that will be allotted on Mindjet's servers on your behalf or with respect to an account or workspace. You agree that Mindjet has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that Mindjet reserves the right to log off Users that are inactive for an extended period of time. You further acknowledge that Mindjet reserves the right to modify these general practices and limits from time to time. When your account (if you are an Account Owner) or the account in which you are participating (if you are an Account User) has reached its storage limit, no further materials will be able to be submitted to the Service for posting. The Service enables Users to post materials to Mindjet servers outside of accounts in order to share maps with individuals who may not be Users of a particular account. The amount of content stored with respect to an account, and the application of the storage limit of such account, will be calculated with reference to all content stored in workspaces within that account as well as any content shared by Users outside of the account while signed into the particular account.

13. Modifications of these Terms of Service and the Service Features. Mindjet reserves the right to modify, add to, change, or remove any part of these Terms of Service at any time, with notice to you. Notice will be delivered to the email address provided by you during the registration process and you agree to keep your information current and you consent to Mindjet sending such notifications of modifications to these Terms of Service to your email address. In case of any material change to these Terms of Service, Mindjet will place a link on the web site entitled "Terms of Service Updated XX/XXXX" for no less than thirty (30) days. Except as outlined above, all changes to these Terms of Service will be effective when posted (after a notice is sent to your email address), and your continued use of the Service after the sending of such notice will constitute your acceptance of, and your agreement to be bound by, those changes. If you do not agree to (or cannot comply with) the Terms of Service as amended, your sole remedy is to stop using the Service. While Mindjet may endeavor to notify you prior to making material changes to the Service, Mindjet reserves the right to add, modify, discontinue, remove, or suspend temporarily, the Service (or any part thereof), including features and specifications of products described or depicted on the Service or the Mindjet website, at any time, with or without notice. You agree that Mindjet shall not be liable to you or to any third party for any modification or temporary suspension of the Service.

14. Links. Content posted in accounts may contain links to web sites or other resources. Because Mindjet has no control over the placement of such links and such web sites and resources, you acknowledge and agree that Mindjet is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such third party web sites or resources. You further acknowledge and agree that Mindjet shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods, or services available on or through any such site or resource.

15. Mindjet's Intellectual Property.

a. All right, title, and interest in and to the Service and the Mindjet Technology remains the property of Mindjet. "**Mindjet Technology**" means all of Mindjet's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information made available to you by Mindjet in providing the Service. You agree to keep the Mindjet

Technology that is not publicly known confidential to yourself and not to disclose such information to others without Mindjet's prior written approval.

b. Except as expressly authorized by Mindjet, you agree not to: (a) reproduce, modify, rent, lease, loan, sell, resell, distribute, or create derivative works based on the Service or the Mindjet Technology, in whole or in part, or (b) access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes. Mindjet grants you a personal, non-transferable, and non-exclusive right to use the Service and the Mindjet Technology solely for your own personal or internal business purposes. You shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise make the Service or the Mindjet Technology available to any third party; (ii) modify or make derivative works based upon the Service or the Mindjet Technology; or (iii) attempt to reverse compile or otherwise reverse engineer the Mindjet Technology. You agree not to access the Service by any means other than those provided by Mindjet for use in accessing the Service.

c. You cannot use any of the trademarks or protected copyright materials found on and within the Service except as specified herein, in accordance with applicable law, or without prior written permission of the owner. Any unauthorized use may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil or criminal statutes. Nothing contained in the Service should be construed as granting, by estoppel or otherwise, any license or right of use to any trademark.

16. Notice and Procedure for Making Claims of Copyright Infringement.

a. If Mindjet receives a notice alleging that you have engaged in behavior that infringes any of its or a third party's intellectual property rights and reasonably concludes that such information is credible, Mindjet may, at its discretion, suspend or terminate your access to the Service with or without notice to you. If Mindjet takes action under this section, it shall have no liability or responsibility to you, including for any amounts that you have previously paid.

b. Mindjet will investigate notices of copyright infringement and take appropriate actions under applicable local law including, in the United States, the Digital Millennium Copyright Act. Written notification of claimed copyright infringement must be submitted to one of the following:

If you reside in Europe, the Middle East or Africa:

Mindjet GmbH
Siemensstrasse 30
63755 Alzenau
Germany
Tel: +49 (0) 6023 - 96 45 250
legal@mindjet.com

If you reside anywhere else:

Mindjet LLC
1160 Battery Street East, 4th Floor
San Francisco, CA 94111, USA
legal@mindjet.com
Tel: +1 (415) 229-4200

To be effective, the notification must include the following:

- An electronic or physical signature of the copyright owner or the person authorized to act on the copyright owner's behalf;
- A description of the copyrighted work claimed to have been infringed;
- A description of the location of the infringing material and information reasonably sufficient to permit Mindjet to locate the material;
- Your contact information, including your address, telephone number, and email address;
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under the penalty of perjury, that you are authorized to act on behalf of the copyright owner.

17. Termination. You may terminate your use of the Service at any time. You agree that Mindjet may terminate your use of the Service for any violation of these Terms of Service including, without limitation, failure to pay for the Service. Termination of your Service account includes: (i) removal of access to all offerings within the Service; (ii) deletion of your password and all related information, files, and Content associated with or inside your account (or any part thereof); and (iii) barring of further use of the Service. *Note that if an Account Owner's use of the Service is terminated, one or more of such Account Owner's accounts will be terminated, affecting all Account Users within such account or accounts.* Any termination shall be made in Mindjet's sole discretion and Mindjet shall not be liable to you or any third party for any termination of your account, your access to the Service, or the deletion of your Content. In the event of termination of your account for any reason (other than by reason of your breach of these Terms of Service), Mindjet will make available to Account Owners a file of the Content within such Account Owner's account during a period of time specified in Mindjet's policies for the Service. Upon expiration of this period, or in the event of termination of your account by reason of your breach, Mindjet shall have no obligation to maintain or forward any of your Content. Mindjet may charge a separate fee for the return of Content in certain circumstances. Mindjet will only provide Content to Account Owners following termination of an account.

18. Payment. The Service is sold by annual subscription only commencing on the date you are provided with an activation key to set up your account. Only Account Owners are responsible for the payments for an account. Invited Account Users are not responsible for any fees related to the account. Your credit card or other form of payment will be charged or otherwise debited in accordance with payment terms set forth in an ordering document. Mindjet will store your payment information (e.g., credit card number) so that it can charge you for the Service in accordance with your payment choice. Mindjet will notify you by email prior to expiration of your current subscription. Your subscription to the Service will be automatically renewed annually and you will be charged or invoiced unless you notify us at least 30 days prior to the renewal date that you do not wish to renew. Payment must be made on time to avoid a lapse in service. If you should desire to cancel the Service at any time, please contact Mindjet Customer Service, who will terminate future automatic renewals and charges. However, pre-paid Service fees are not refundable and any prepaid fees for the remainder of your subscription term after the date of termination will be invoiced/charged at the time of termination. Mindjet may modify Service fees for any automatic renewal term upon 30 days' prior written notice; provided, that any increase in fees noticed during an automatic renewal term shall not take effect until the beginning of the next automatic renewal term.

19. Miscellaneous Provisions.

a. Choice of Law. If you reside in the United Kingdom, Ireland, Isle of Man or Jersey, these Terms of Service shall be governed by the laws of the United Kingdom. If you reside in Europe, the Middle East or Africa (excluding the UK, Ireland, Isle of Man and Jersey), these Terms of Service shall be governed by the laws of Germany. If you reside anywhere else, these Terms of Service shall be governed by the laws of the State of California (USA). These Terms will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

b. Entire Agreement; Waiver. These Terms of Service contain the complete understanding between the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Service shall be of no effect. The failure or delay of Mindjet to exercise any of its rights under these Terms of Service or upon any breach of these Terms of Service shall not be deemed a waiver of those rights or of the breach. No provision hereof shall be deemed waived or modified except in writing.

c. Survival. Sections 4 through 20 shall survive termination. If any provision of these Terms of Service is held invalid, the remainder of these Terms of Service will remain in full force and effect.

d. Assignment. By using the Service, you agree that Mindjet may assign these Terms of Service and its rights and obligations regarding the Service in whole or in part. In the event of a merger, acquisition, or sale of the Service by Mindjet, your continued use of the Service signifies your agreement to be bound by these Terms of Service and the privacy policy of the subsequent owner or operator of the Service. With Mindjet's prior written consent, you may assign your rights under these Terms of Service to an assignee who agrees in writing to comply with all of the terms and conditions of these Terms of Service. Any attempt to assign these Terms of Service in violation of this section shall be void. Subject to the foregoing, these Terms of Service will be binding upon and will inure to the benefit of the parties permitted successors and assignees.

e. Relationship of the Parties. You and Mindjet agree that you are not agents, partners, or joint venturers, and that these Terms of Service do not create any fiduciary duty or comparable relationship of trust between the parties.

f. Notice. Mindjet may provide you with notices, including those regarding changes to these Terms of Service, by email or regular mail and Mindjet may also post such changes on the Service. You shall send any notices to: Mindjet, 1160 Battery Street East, 4th Floor, San Francisco, CA 94111 USA, Attn.: General Counsel.

g. No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms of Service, there shall be no third-party beneficiaries to these Terms of Service.

h. Invalidity of Provision, Interpretation. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that effect should be given to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect.

i. Remedies. You agree that any unauthorized use of the Service or the Mindjet Technology contained therein would result in irreparable injury to Mindjet, for which money damages would be inadequate. Therefore, in such event Mindjet shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you and to prevent any unauthorized use. Nothing contained in this section or elsewhere in these Terms of Service shall be construed to limit remedies available pursuant to statutory or other claims that Mindjet may have under separate legal authority. You understand and agree that your cancellation of your Mindjet account is your sole right and remedy with respect to any dispute with Mindjet.

j. Titles for Convenience Only. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

k. Export Provision. You agree by using the Service that: (i) you do not reside in a country subject to embargo or export controls by the U.S. Government; (ii) you are not on the List of Denied Persons as published by the U.S. government; and (iii) you will not use the Service for any illegal purpose. Because the Service and related technical data are subject to U.S. export controls, you agree that you shall not upload, export, or "re-export" (transfer) the Service unless you have complied with all applicable U.S. export controls.

l. Taxes. You are wholly responsible for any taxes that may arise out of your use of the Service.

20. Special Provisions for Residents of Member States of the European Economic Community.

a. Warranty for Users Residing in a Member State of the European Community. If you obtained the Service in a Member State of the European Community, and you usually reside in such a country, then Section 10 (Disclaimer of Warranties and Damages) does not apply. Instead, Mindjet warrants for the term of your subscription that the Service provides the functionalities set forth in the accompanying documentation (the "agreed upon functionalities"). Non-substantial variation from the agreed upon functionalities shall not be considered and does not establish any warranty rights. To make a warranty claim, you must discontinue use of the Service and provide proof of purchase to the location where you obtained it. If the functionalities of the Service vary substantially from the agreed upon functionalities, Mindjet is entitled – by way of re-performance and at its own discretion – to repair the Service. If this fails, you are entitled to a refund for any prepaid fees for the remainder of your subscription term after the date of termination.

b. Limitation of Liability for Users Residing in a Member State of the European Community. If you obtained the Service in a Member State of the European Community, and you usually reside in such a country, then Section 11 (Limitation of Liability) does not apply. Instead, except as provided in this paragraph, Mindjet's statutory liability for damages shall be limited as follows: (i) Mindjet shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the purchase agreement in respect of damages caused by a slightly negligent breach of a material contractual obligation; and (ii) Mindjet shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation. The aforesaid limitation of liability shall not apply to any mandatory statutory liability, in particular, to liability caused by wrongful intent or gross negligence, liability under the German Product Liability Act, liability for assuming a specific guarantee, or liability for culpably caused personal injuries. You are required to take all reasonable measures to avoid and reduce damages, in particular, to make back-up copies of your Content and computer data subject to the provisions of these Terms of Service.

Should you have any questions concerning these Terms of Service, or if you desire to contact Mindjet for any reason, please write to: Mindjet, 1160 Battery Street East, 4th Floor, San Francisco, California 94111 USA.