

# Website Terms and Conditions for checkthedocs.com

## **ChecktheDocs a B. Compliant, Inc. service-product**

This document was last updated on April 26, 2017.

Welcome to checkthedocs.com. This website is wholly owned and operated by B. Compliant, Inc. that utilizes a backend administrative process based upon a patent pending invention known as a Document Interpretation Resolution System (“DIRS”, “system”) that is widely used and marketed in the United States of America.

The participants of the Terms and Conditions (“TC”) set herewith will be known as and called as follows:

**Owner** - (B. Compliant, Inc, ChecktheDocs, checkthedocs.com, our, website, site, DIRS, system)  
**End User** - (You, user, your, employees of organization, individuals, purchaser, your shared users, site visitors)  
**Third Party** - (Affiliates, Doc Advisors, Vendors, Partners, Authors, Employees, Government Agencies)

### **1. ACCEPTANCE OF TERMS AND CONDITIONS (“TC”)**

This “TC” set forth herewith pertains to the **End User** and **Third Party** participants in reference to the **Owners** requirements in conjunction to usage of the website and its service-products. You acknowledge that you have read, understood and agreed to the “TC” set forth herewith and use of this site is a means of acceptance. You understand and also acknowledge that this is an agreement between you, The **End User**, **Third Party** and the **Owner**, even though the “TC” doesn’t require a signature; Where **Owner** reserves the right to modify and make changes to the “TC”. After these changes have been updated, continued use of the site acknowledges acceptance of the “TC.” It would be of interest of all users of the site on occasion to review the “TC” to check for updates and modifications. **Owner** will indicate changes and updates by specifying a date posting at the top of this document along with the applicable changes to follow in place of any prior “TC’s.” Through the use of the website and service-products of **Owner** you are bound to the “TC” and if you do not agree with the “TC” you should terminate use of the website and **Owners** service-products; and any applicable access to your account (portal) and use of any of our vendors through the **Owners** site.

### **2. Document Interpretation Resolution System (“DIRS”, “system”) – The Invention**

**End User** and **Third Party** participants acknowledges that **Owner** is the sole owner of all proprietary rights in and to DIRS and all material and information relating to the DIRS now or subsequently revealed to **End User** and **Third Party** under this “TC”. **End User** and **Third Party** participants further acknowledges that the DIRS, in its entirety, constitutes an invention (DIRS) and trade secrets of the **Owner** and that they have been revealed to **End User** and **Third Party** participants from the use and purchase from the **End User** and **Third Party** respectively. The invention and trade secrets include, but are not limited to, customer data, video, instruction manuals, price lists, training manuals, operating manuals, policy manuals, field descriptions, sales promotion aids, business forms, accounting procedures, document codes, programmed macros, process, interpretations wording, interpretation layout, responses, letters, customized forms, customer

database, due dates, alerts, time sheets, time logs, Doc Advisor reports, specialized reports, customized reports, Author Codes, Document Identification Coding, subject matter codes, subject matter names, sorting system, category system, methods and marketing reports, system reports, demographic reports. **End User** and **Third Party** participants agrees that, both during and after usage of the Service and Product the **End User** and **Third Party** participants will not reveal any trade secrets or inventions (DIRS) to any other person or entity and that the **End User** and **Third Party** will not use any invention (DIRS) or trade secrets in connection with any business relationship, use of site, use of portal, use of software or venture in which the **End User** and **Third Party** has a direct or indirect interest, whether as a vendor, employee, government agency, proprietor, partner, joint venture, corporation, independent contractor, non-profit, shareholder, manager, counsel, authors, officer, director, affiliate, advisor or in any other capacity whatsoever, other than in connection with the operation of the DIRS under this "TC" or any other agreements. Nothing contained in this Section will be deemed to prohibit **End User** and **Third Party** participants from engaging or participating in any lawful trade or business, either during or after usage of this site and materials and other Agreements, whether or not competitive with **Owner**. or its business, provided that **End User** and **Third Party** participants do not reveal, use, or appropriate in connection to the proprietary rights, confidential information, invention (DIRS) or trade secrets referred to in this Section and does not violate any other provision of "TC" and any other agreements.

### **3. USE OF SYSTEM, MARKS, AND INDICIA**

The **Owner** is the sole holder and has complete exclusivity to all proprietary and other property rights and interests in and to the trade names and trademarks used in connection with the website and services, including but not limited to website designs, website landing pages, domain names, patents, website text, artwork, videos, sound, logos, slogans, animation, images, characters, content, thread dialogue, end user templates, Doc Advisor templates, Partner templates, widgets, macro text, macro coding, placement coding, dynamic coding, **End User** data, template views, blogs, social media contents and dialogue, community boards, knowledgebase, email templates, colors, designed layouts, attachments, DIRS, configurations and arrangements are: COPYRIGHT © 2012- 2017 B. Compliant, Inc.; Software, initial site, Cloud services and software, text, technical drawings, configurations, graphics, sounds, other files and their selection of arrangement, along with vendor logos know-how, patents, trademarks and copyrights and not limited to what is stated herewith are the sole rights of the respective Vendors.

### **4. Validity and Use of Proprietary Marks**

**End User** acknowledges the validity of the elements identified in the Use of System, Proprietary Marks and Indicia and acknowledges that they are the sole property of the **Owner** and its respective Vendors.

### **5. INTERPRETATION AND RESOLUTION CRITERIA AND STANDARDS**

For the majority of interpretations it can take up 24 hours to interpret documents and notices. If the document or notices is not in the **Owner's** library, it can take up to 7 business days to complete and deliver an interpretation.

It is the responsibility of the **End User** to make sure the document or notice is uploaded into your account. You will need to review the How it Works page to make sure you are following the proper instructions. Do not assume that the **Owner** or Doc Advisor has your document or notice. If you do not see your document or notice uploaded to your account within 24 hours after you considered it sent, the

**Owner** does not have your notice. Our Doc Advisors are not allowed or will not accept or receive your notice or document. The Doc Advisors are instructed to tell you to send your documents and notices to the **Owner**. If you sent your notice or document to the Doc Advisors it is considered not accepted and will be ignored. If you emailed or faxed your document or notice you would need to allow at least 24 hours to check your account to make sure your document or notice was uploaded. If you used an authorized method of delivering your documents and notices, special circumstances will apply in these cases.

The **Owner** is not a law firm and does not interpret legal documents or legally interprets documents. The majority of documents and notices in our library are authored by government agencies and compliance companies. For instance, in interpreting government documentation, their documents and notices are directed toward the **End User** requiring you to file, pay or to do something.

Our interpretation of the document or notice takes the heart of what the **Owner** believes it's trying to say; emphasizing the important facts and re-words the documentation into laymen's terms. The **Owner** also tells the End User what the documentation really is saying. If it's a Solicitation disguised as a bill, it's classified as Junk Mail or a Scam, action item, Shred it!

Our interpretations are authored by our Doc Advisors, who are experienced in resolving the matters pertaining to the documents and notices received by the End User. Therefore, giving the End User an up-front interpretation without all of the red tape!

The **Owner** and Doc Advisors goal is to educate and resolve the issues concerning the documentation received by the **End User**. In that, the approach it is not to evade or not comply with the obligations communicated in the documents or notices at hand. The interpretation process helps to eliminate the confusion, worry and stress from the process, dissecting what is going on to educate the **End User**. The resolution process looks at all angles, subject matter, author, **End User** and important aspects of the documentation in order to provide a just solution for the problem at stake. In the end, Doc Advisors resolve the problem, and the outcome results in a win-win for everyone.

## **6. UPLOADS, USE OF DOCUMENTS, NOTICES AND CONTENT DIALOGUE**

Uploading, Emailing, Faxing documents or notices to **Owner** are designated as electronic copies of your original documents or notices provided to and retained by the **Owner** for indefinite use for record keeping purposes. The interpretation, resolution and retention of copied documents or notices are commonly practiced and archived as privileged indemnified documentation containing the information for rendered services.

The **Owner** also retains all copyrights for letters, emails, correspondences, interpretations, responses, template designs, portal threads, account threads and any and all content not mentioned where the **End User** or **Third Party** benefited by the use of the **Owner's** site, account (portal) use, interpretation and response system.

## **7. SERVICE- PRODUCT USAGE**

- 1) Use of the site – [www.checkthedocs.com](http://www.checkthedocs.com)
- 2) Use of your account (portal)
- 3) Interpretation of your document or notice.
- 4) Historical view of your communication thread interpretation and response dialogue.
- 5) Subject Matter coded, organized, grouped and time stamped.
- 6) Subject Matter resolved various means, letter, form completion, negotiation, providing

- required documentation, payment arrangements, payment in full, author error.
- 7) Learning tool simulation opportunity.
  - 8) Access to **Third Party** Doc Uploading.
  - 9) Self-help videos, instructional videos and Use of Service videos.
  - 10) New features added.

## **8. SAFEGUARDING ACCOUNT (PORTAL) AND EMAIL SECURITY CONCERNS**

The **Owner** recommends that documents or notices containing confidential information such as social security numbers, Tax ID Numbers and banking information and to avoid attaching such documents and corresponding information through email. In such cases it is recommended that the **End User** and **Third Party** participants, **blackout** your social security numbers, TAX ID Numbers and banking/credit card information or any document information that will infringe upon your identity. Upload directly to your portal account assigned or an upload link that was provided to you by the Owner.

Your username and password are confidential and it is required that you create a unique password and to not share your account access with anyone. Also, keep in mind, if you decide to login to your account through other **Third Party** sites, i.e., twitter, facebook, google, openID, you are allowing the **Owner** to pass on your login to these vendors to facilitate the use of our service-product.

**Owner** is not responsible for destruction, harmful files, viruses, browsers or any other forms of programs or interference that can cause problems with your computer by uploading, downloading, sending email, receiving email, or any form of interaction on **Owner's** site.

### **a. Loss of Information – Periodic Backups or Downloads**

**Owner** is not liable for loss of your information, documentation, and dialogue posting threads. **Owner** requires **End User** and **Third Party** participants to periodically backup or download your information, data, documents, notices, storage and any and all content from your DIRS account. **Owner** closes and can archive your subject matter/cases once your problem is resolved, therefore it would be a mandatory precaution to follow up with the upkeep of your information.

## **9. THIRD PARTY SITE AND SERVICE-PRODUCT USAGE**

The website does provide links and access to **Third Party** sites as part of the process of the service-product. However, **Owner** does not endorse the **Third Party** participants or guarantee their services provided herewith. Most part access to these **Third Party** participants sites can be terminated, changed, pricing and fee specifications, lose availability without notice. **Owner** is not responsible for your use of the **Third Party** participant sites, loss, damages or security breaches due to password mishandling.

## **10. FAILED USE OF ONLINE INTERNET CLOUD SYSTEM**

DIRS, website and its service-product operates from the use of a cloud technological system. Foremost, **Owner** relies upon administration and **End Users** and **Third Party** participants use of an online secured cloud system provided by other **Third Parties** to facilitate the service-product. Therefore if the **Owner** experiences unplanned downtimes exceeding over 72 hours, **Owner** will

utilize other measures to fulfill its service-product obligations. **Owner** will email (if available) or fax the interpretations and the Doc Advisors will correspond and resolve your matter utilizing email (if available) or phone communication. If the inability of the failed internet cloud system resulted from an act of God, terrorism or other forms of interference beyond **Owner's** control, you will be notified with other options when communication channels become available.

## **11. PAYMENT OF SERVICE-PRODUCT**

Your interpretation credits are applied to the Subject Matter being interpreted. In some cases most of the documents and notices have more than one Subject Matter, therefore we apply a numerical system to track by Subject Matter instead of per document/notice.

Doc Advisors service fees vary depending on the Subject Matter. Before the Doc Advisor provides service, you will be provided with the service fees in your resolution response giving you the option to have your matter resolved.

CREDIT CARD: The expected method of payment. End Users debit or credit card (*Visa, MasterCard, American Express, Discover*) will be immediately charged in order to obtain your interpretation bundle package. The **Owner** induces a monthly, quarterly and/or yearly service fee and reserves the right to change their fees and offer new forms of service-products without notification. **End User** needs to access the **Owner's** websites on occasion for any modifications or changes to pricing and fees. Our credit and debit transactions are handled through [www.stripe.com](http://www.stripe.com).

To view stripes privacy policy go to: <https://stripe.com/privacy>  
Issues concerning security go to: <https://stripe.com/help/security>  
To view stripes terms of service: <https://stripe.com/terms/US>

CHECK- CASHIERS CHECK- MONEY ORDER: This is not the requested method of payment. Make your check payable to ChecktheDocs, 215 N 2<sup>nd</sup> Avenue Suite B Upland, CA. 91786.

## **12. EXPIRATION, DUE DATES AND TERMINATION CONDITIONS**

Our goal is to interpret and resolve your Subject Matter providing solutions concerning your problematic, misrepresented documents and notices. The **Owner** and Doc Advisors expects the **End User** and **Third Party** participants to provide any and all needed information to fulfill the interpretation and resolution process, included but not limited to documentation, correspondences, financial records, additional notices pertaining to Subject Matter, required signatures and responses all within a reasonable time frame. If the **End User** and **Third Party** have not complied as directed, your matter will be considered high risk after a 90 day period of no activity and closed automatically without notice after 180 days have transpired with the no new conditions. It is the ultimate responsibility of the End User to assist the **Owner** and Doc Advisors in obtaining documents and failed communications from **Third Parties**.

### **a. Documents and Notice Due Dates**

The **Owner** and Doc Advisors are not responsible or liable for the **End User** or **Third Party** participants deadlines, due dates. The **Owner** provides the **End User** and **Third Party** participants with an *after-the-fact* document interpretation system. Due to **Third Parties** imposing impossible

deadline constraints and mail handling issues our systems are not geared to guarantee deadlines. However, the **Owner** does recommend that you utilize the system as a paper trail against those **Third Party** participants, which in most cases end up extending their improper due dates once they determine you will comply. If the date you sent or propose to send the **Owner** a notice or document with a due date is less than 30 days from the date of the notice or document the **Owner** and Doc Advisors are not liable or held responsible for fulfilling your deadline requirements. The system is geared to assist you, therefore we will make sure the dates along with the other applicable information is inputted in the required fields for your review. If you need the Doc Advisors to resolve your matter, the advisors will do their best to work with you to fulfill or possibly extend your deadlines.

**b. Automatic Termination – No Account Activity**

If after 18 Months no notice, document or correspondence has been communicated/dialogued, uploaded, faxed, emailed or mailed, it will indicate to **Owner** and it's Doc Advisors that you are no longer in use of our service-product and your account will automatically terminate. If after 18 Months you receive a document or notice and want to use our service-product you would need to sign-up again.

**c. Retained Content and Documentation Archived upon Closed Accounts and Matters**

We will abide by common practice to retain electronic copies of your content and documentation for 7 years as an additional service. Therefore, we have the right to destroy, delete, erase or purge files, documentation, threads and notices after 7 years. As a courtesy and for business practices we strive to keep content and documentation. If by chance the **End User** needs requested content or documentation the **Owner** will provide electronic copies or paper print outs for an additional charge.

**d. Suspension and Termination of Customer's Use of the Service**

You may stop using our Service-Product at any time. We reserve the right, to temporarily suspend or terminate your access to the Service-Product at any time in our sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, we may suspend or terminate your access to or use of the Service-Product for: (a) the actual or suspected violation of these Terms; (b) the use of the Service-Product in a manner that may cause **Owner** to have legal liability or disrupt others' use of the Service-Product; (c) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (d) scheduled downtime and recurring downtime; (e) use of excessive storage capacity or bandwidth; or (f) unplanned technical problems and outages. If, in **Owner's** determination, the suspension might be indefinite and/or **Owner** has elected to terminate your access to the Service-Product, **Owner** will use commercially reasonable efforts to notify you through the Service-Product. You acknowledge that if your access to the Service-Product is suspended or terminated, you may no longer have access to the Content that is stored with the Service-Product. Interfere with the security of the site.

You must make such request with thirty (30) days following termination. Otherwise, any Content you have stored with the Service-Product may not be retrievable, and we will have no obligation to maintain any data stored in your account.

### **13. LIMITATION OF LIABILITY, DAMAGES**

ALL INFORMATION AND SERVICES ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND OWNER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. USER RECOGNIZES SITE IS IN A NON-COMMERCIAL STATUS, REFERRED TO AS BETA AND MAY AT ANY TIME BECOME UNAVAILABLE TO UPDATE AND/OR MODIFY CURRENT FUNCTIONALITY.

LIMIT OF LIABILITY: IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR THE INABILITY TO USE THE SITE, CONTENT UPLOADED ON THE SITE OR FOR ANY CLAIM BY ANY OTHER PARTY.

#### **a. No Consequential Damages.**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THESE TERMS, OR SUCH PARTY'S AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY **THIRD PARTY** FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY IN CONNECTION WITH THESE TERMS OR THE SERVICE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

#### **b. Limits on Monetary Damages.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, **OWNER'S** (INCLUDING ANY OF ITS AFFILIATES) AGGREGATE LIABILITY, FOR DAMAGES (MONETARY OR OTHERWISE) UNDER THESE TERMS CLAIMED BY YOU OR ANY **THIRD PARTY** ARISING FROM OUR SERVICE, SHALL BE LIMITED TO THE LESSER OF (I) ACTUAL DAMAGES INCURRED, OR (II) PAYMENTS MADE BY YOU FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THIS AGREEMENT, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF **OWNER** WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS.

#### **c. Indemnification**

**Owner** will indemnify and hold You harmless, from and against any claim against You by reason of Your use of the Service-Product as permitted hereunder, brought by a **Third Party** alleging that the Service-Product infringes a valid patent or copyright, or misappropriates a **Third Party's** trade secret (such claims, collectively, "Claim"). **Owner** shall, at its expense, defend such Claim and pay

damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by **Owner** for such defense, provided that (i) You promptly notify **Owner** of the threat or notice of such Claim, (ii) **Owner** will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such Claim, and (iii) You fully cooperate with **Owner** in connection therewith. If Your use of the Service-Product has become, or **Owner's** opinion is likely to become, the subject of any such Claim, **Owner** may at its option and expense (a) procure for You the right to continue using the Service-Product as set forth hereunder; (b) replace or modify the Service-Product to make it non-infringing; or (c) if options (a) or (b) are not reasonably practicable, terminate these Terms and repay You any unused Service fees. **Owner** will have no liability or obligation under this with respect to any Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service-Product by anyone other than **Owner**; or (iii) the combination, operation or use of the Service-Product with other hardware or software where the Service-Product would not by itself be infringing.

#### **d. End User**

You agree to defend, indemnify, and hold harmless **Owner** from and against any claims, actions or demands, including, without limitation, reasonable legal and professional services fees, arising or resulting from your breach of these Terms, or Your and your end users' access to, use, misuse or illegal use of the Service-Product. **Owner** will provide you notice of any such claim, suit, or proceeding. **Owner** reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, in which case you agree to cooperate with any reasonable requests to assist **Owner's** defense of such matter.

### **14. CONTACTING US**

If you have questions regarding our Terms and Conditions "TC", please use the contact information below.

B. Compliant Inc.  
Headquarters  
**Attention: Personnel**  
**215 N 2<sup>nd</sup> Avenue**  
**Suite B**  
**Upland, CA 91786**

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**Phone 888.441.0064**  
**Fax 888.509.3342**

B. Compliant Inc. will use commercially reasonable efforts to promptly respond and resolve any problem or question.

Note: For liability purposes and usage of vendor sites and tools, content from the vendor's Terms and Conditions have been copied here to account for any misrepresentation or omissions for the use of vendor sites and tools.