



## WEBSITE TERMS OF USE

VERSION 1.12; EFFECTIVE 30 DECEMBER 2024

The following are the terms of an agreement between OPEX Corporation ("OPEX," "we," or "us") and you governing your use of [opex.com](https://opex.com) and the other websites listed in Appendix A (each, "the Website" or "Website"):

The Website is comprised of various web pages operated by OPEX. The Website is offered to you conditioned on your acceptance without modification of the terms herein (the "Terms of Use," "Terms" or the "Agreement"). **As such, your use of the Website constitutes your agreement to comply with all such Terms.** Please read the Terms carefully, and keep a copy of them for your reference.

**OPEX reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. OPEX encourages you to review the Terms regularly in order to stay informed of our updates.**

### PRIVACY

Your use of the Website is also subject to the applicable OPEX data privacy policy or notice (each, the "Privacy Policy"). Please review the [DATA PRIVACY POLICY APPLICABLE OUTSIDE THE EU, SWITZERLAND, AND THE UK](#), or the [DATA PRIVACY NOTICE APPLICABLE TO THE EU, SWITZERLAND, AND THE UK](#), whichever is applicable to you, and which governs the Website and informs you of our data collection practices related to the Website.

### PERMITTED USES; PROHIBITED USES; INTELLECTUAL PROPERTY

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with the Terms.

As a condition of your use of the Website, you warrant to OPEX that you will not use the Website for any purpose that is unlawful or is prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website, or interfere with any other party's use or enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Website, such as trademarks, service marks, trade names, text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of OPEX, its suppliers, or licensors and is protected by trademark, copyright, or other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all trademark, copyright, and other proprietary notices, legends, and other restrictions contained in any such content and to not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. OPEX's, its suppliers', and licensors' content is not for resale. Your use of the Website does not entitle you to make any unauthorized use of any protected content and, in particular, you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of OPEX.



You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of OPEX, its suppliers, or licensors except as may be expressly authorized by these Terms.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless OPEX, its suppliers, its licensors, and its/their officers, directors, employees, and agents from any claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including without limitation attorneys' fees) relating to or arising out of your use of or inability to use the Website or any services offered through the Website, any postings made by you, your violation of any terms of this Agreement, your violation of any rights of a third party, or your violation of any laws, rules, or regulations. OPEX reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with OPEX in asserting any available defenses.

## **WARRANTY DISCLAIMERS**

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE CONTENT AND INFORMATION CONTAINED ON THE WEBSITE. OPEX, ITS SUPPLIERS, AND LICENSORS MAY MAKE IMPROVEMENTS AND CHANGES IN THE WEBSITE AT ANY TIME.

OPEX, ITS SUPPLIERS, AND ITS LICENSORS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND. OPEX, ITS SUPPLIERS, AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## **EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OPEX, ITS SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, OR RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF OPEX OR ANY OF ITS SUPPLIERS OR LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.



BECAUSE SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES SUCH AS CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW. IN SUCH JURISDICTIONS, OPEX'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL IN NO EVENT EXCEED IN THE AGGREGATE \$100.00 (UNITED STATES DOLLARS).

#### **TERMINATION; ACCESS RESTRICTION**

OPEX reserves the right, in its sole discretion, to terminate at any time, without notice, your access to the Website and the related services or any portion thereof.

#### **GOVERNING LAW**

To the maximum extent permitted by law, this Agreement is governed by the laws of the State of New Jersey, United States of America, and you hereby consent to the exclusive jurisdiction and venue of courts in New Jersey, United States of America, in all disputes arising out of or relating to use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

#### **INTERNATIONAL USERS**

This Website is controlled, operated and administered by OPEX from our offices within the United States of America. If you access the Website from a location outside the United States of America, you are responsible for compliance with all local laws. You agree that you will not use any content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

#### **NO AGENCY**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and OPEX as a result of this Agreement or use of the Website. OPEX's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of OPEX's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by OPEX with respect to such use.

#### **WAIVER AND SEVERABILITY**

OPEX's failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of its rights to subsequently enforce such provision or any provision of the Terms.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers, damages exclusions, and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.



## **ENTIRE AGREEMENT**

Unless otherwise specified herein, this Agreement constitutes the entire Agreement between you and OPEX with respect to the use of the Website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and OPEX with respect to the Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **TRANSLATIONS**

The Website may provide (1) a translation feature as a service to you and/or (2) automatically translate certain text using automated machine translation. Such translations from the English language into other languages are made using services provided by a third-party vendor(s) and do not serve as official translations of any text. Additionally, some headings, other text, graphics, and documents may not be translated.

OPEX, its suppliers, and licensors make no warranty, express or implied, as to the accuracy, reliability, timeliness, or completeness of any information translated by such system(s) and shall not be liable for any damages or loss from reliance on the translation service. Any person or entity who relies on information obtained from the translation service does so at his, her, or its own risk.

If you have questions or comments about any translations on the Website from English into another language, please contact OPEX using the contact information below.

## **ELECTRONIC COMMUNICATIONS**

Visiting the Website or sending emails to OPEX constitutes your consent to receive electronic communications. As permitted by law, you consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

## **CONTACT US; NOTICE OF COPYRIGHT INFRINGEMENT**

OPEX welcomes your questions or comments regarding the Terms:

OPEX  
305 Commerce Drive  
Moorestown, New Jersey 08057-4234  
Email Address: [info@opex.com](mailto:info@opex.com)  
Telephone number: +1 856.727.1100

Attn.: Marketing Department



To notify us specifically of any copyright infringement claims, please contact:

OPEX

305 Commerce Drive

Moorestown, New Jersey 08057-4234

Email Address: [info@opex.com](mailto:info@opex.com)

Telephone number: +1 856.727.1100

Attn.: Vice President, Corp. & Legal Affairs

**APPENDIX A**  
**COVERED WEBSITES**

opex.com  
digitizeyourdocuments.com  
digitizeyourdocuments.com.au  
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