Squish Subscriber Agreement

ACCOUNT TERMS AND CONDITIONS OF SUBSCRIBER AGREEMENT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. USE OF THIS SITE REPRESENTS YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. DO NOT USE THIS SITE IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS.

Please note that these terms and conditions are subject to change without notice.

1.0 Title

   Title, ownership rights, and intellectual property rights in Squish shall remain with Information Management Services, Inc (IMS). The title includes all components of the Squish system including the Squish Web Site, Source Code, Object Code, and any Derivative Work.

2.0 Term and Termination

   2.1 IMS, at its sole discretion, may terminate your right to use this site without notice, if you fail to comply with these terms and conditions, fail to make payment in accordance with the Squish pricing policy, or engage in any fraudulent or illegal activity.

   2.2 If your right to use this site is so terminated, all other terms and conditions shall remain in effect.

3.0 Warranty

   For the period of the subscriber agreement, IMS warrants that the Squish Web Site, if operated as directed, will substantially achieve the functionality described at http://www.squishlist.com. IMS does not warrant that your use of the Squish will be uninterrupted or that the operation of the Squish will be error-free.

4.0 Privacy

   4.1 Database access is limited to users the subscriber has authorized to access their data. IMS and its employees also agree that they will not, either directly or indirectly, use a customer's information for any purpose other than that specifically indicated by the subscriber.

   4.2 On occasion, IMS staff may need to access a subscriber's data or information in order to respond to a subscriber's question. Access will occur only if granted by the Subscriber's Account Administrator. This Account Administrator will establish a user account and appropriate data access permissions for an IMS staff member to utilize in providing the technical support required. Once the problem has been resolved, the Subscriber's Account Administrator should delete the temporary IMS account in order to secure the Subscriber's database.
4.3 We will not sell or rent subscriber information to anyone, but we may disclose non-personal aggregated user statistics (i.e., "88% of our subscribers access Squish everyday") in order to describe our services to third parties.

5.0 **Data Storage**

The Provider may limit the size of disk storage space in the event that excessive storage is utilized due to a large volume of attachments.

6.0 **Miscellaneous**

These terms and conditions shall be construed in accordance with the laws of the State of Maryland. Neither IMS or the Subscriber shall be liable for any delay or failure to take any action required hereunder (except for payment) due to any cause beyond their reasonable control. If any provision of these terms and conditions is held to be invalid, illegal or unenforceable, the validity, legality and enforce ability of the remaining provisions will not be affected or impaired thereby. The Subscriber agrees that it is an independent contractor and that these terms and conditions and the relations between Subscriber and IMS hereby established do not constitute a partnership, joint venture, agency or contract of employment between them, or any other similar relationship. No waiver, alteration, modification, or cancellation of any of these provisions shall be binding unless made in writing by IMS. The failure of IMS at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision. All notices required or permitted to be given under these terms and conditions shall be in writing and shall be sent by certified or registered mail to the address currently specified at [http://www.squishlist.com](http://www.squishlist.com).