SkipThePaper Terms and Conditions

Last updated Nov 2, 2024

Welcome to SkipThePaper.com (the "WEBSITE"). SkipThePaper.com is owned and operated by ONLINERME, LLC (the "COMPANY"), and provides access to an online database application for the use by others to manage data associated with submitting applications, forms, tests, information, etc. (collectively "APPLICATIONS"). These Terms and Conditions (the "AGREEMENT") outline the rights and responsibilities of applicants who access and use our SaaS-based Services (the "SERVICE"). By accessing or using the WEBSITE and the Service, you ("APPLICANT") agree to be bound by the terms of this AGREEMENT.

You can contact us by phone at 1-888-963-9608, by email at info@onlinerme.com, or in writing at OnlineRME, LLC 2850 Northwest Bucklin Hill Rd, #1039, Silverdale, WA 98383.

This AGREEMENT constitutes a legally binding AGREEMENT made between YOU, whether personally or on behalf of an entity ("YOU"), and OnlineRME, LLC or its Licensees("LICENSEES"), concerning your access to and use of the SERVICES. YOU agree that by accessing or using the SERVICE, YOU agree to abide by this AGREEMENT. If YOU are accepting these terms on behalf of an organization, YOU represent that YOU have the authority to bind that organization, and "APPLICANT" will refer to both YOU and the organization YOU represent.

Upon registration, the COMPANY grants APPLICANT a limited, non-exclusive, non-transferable right to access and use the SERVICE solely for the purposes permitted under this AGREEMENT, subject to any additional AGREEMENTs between the COMPANY and the organization YOU represent. your login information is for your use only, and sharing login credentials or unauthorized access to the SERVICES is strictly prohibited.

IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THE AGREEMENT, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Updates to the AGREEMENT will occur when the APPLICANT logs in and is presented with new Terms and Conditions for review or uses the WEBSITE or SERVICES in any way. Updates to the AGREEMENT will also be provided under the Legal Section of the COMPANY WEBSITE.

The SERVICES are intended for APPLICANTs who are at least 18 years old. Persons under the age of 18 are not permitted to register for the SERVICES.

We recommend that YOU print a copy of this AGREEMENT for your records.

TABLE OF CONTENTS

- 1. Our Services
- 2. Licensees
- 3. Intellectual Property Rights
- 4. Usage Guidelines and Restrictions
- 5. Data Submission, Access, and Ownership
- 6. Permitted and Prohibited Uses of the Data
- 7. Data Integrity and Accuracy
- 8. Fees and Payments
- 9. Data Security and Backup
- 10. Software Upgrades and Maintenance
- 12. Service Availability
- 13. Term and Termination
- 14. Modifications and Interruptions
- 15. Governing Law
- 16. Dispute Resolution
- 17. Corrections
- 18. Disclaimer and Warranties
- 19. Limitations of Liability
- 20. Indemnification
- 21. Electronic Communications, Transactions, and Signatures
- 22. California Applicants and Residents
- 23. Miscellaneous

1. Our Services

The SERVICE provides a platform for the collection, storage, and retrieval of data related to a specific Application which is monitored and managed by third-party entities (the "APPLICATION MANAGER"). Data is submitted through direct entry through forms, and fees provided by owners, operators, realtors, government employees, and other authorized parties.

The information provided when using the SERVICES is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the SERVICES from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The SERVICES are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA, etc.), so if your interactions would be subject to such laws, YOU may not use the SERVICES.

2. Licensees

The COMPANY reserves the right to license its SERVICES to other parties (the "LICENSEE"). When a LICENSEE has a contract with the COMPANY to license the SERVICES to others, this AGREEMENT shall be fully enforceable through the LICENSEE. In cases where the LICENSEE holds the rights to the SERVICES, the COMPANY is not obligated to fulfill the requirements of this AGREEMENT; instead, the LICENSEE shall assume all responsibilities and obligations ascribed to the COMPANY.

3. Intellectual Property Rights

The COMPANY is the owner or the licensee of all intellectual property rights in our SERVICES, including all source code, database structure, functionality, software, WEBSITE designs, audio, video, text, photographs, and graphics in the SERVICES (collectively, the "CONTENT"), as well as the trademarks, service marks, and logos contained therein (the "MARKS").

Our CONTENT and MARKS are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world.

The CONTENT and MARKS are provided in or through the SERVICES "AS IS" for your personal, non-commercial use or internal business purposes only.

4. Usage Guidelines and Restrictions

APPLICANT agrees to use the SERVICE in accordance with this AGREEMENT and applicable laws. In particular, APPLICANT agrees not to:

- Systematically retrieve data or other content from the SERVICES to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Reverse engineer, modify, decode, disassemble, or otherwise access the underlying code of the WEBSITE or SERVICES;
- Share proprietary or sensitive data without authorization, except as permitted under this AGREEMENT and applicable data policies.
- Trick, defraud, or mislead us and other APPLICANTs, especially in any attempt to learn sensitive account information such as APPLICANT passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the SERVICES, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the SERVICES and/or the Content contained therein.

- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the SERVICES.
- Use any information obtained from the SERVICES in order to harass, abuse, or harm another person.
- Make improper use of our support SERVICES or submit false reports of abuse or misconduct.
- Use the SERVICES in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the SERVICES.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other
 material, including excessive use of capital letters and spamming (continuous posting of
 repetitive text), that interferes with any party's uninterrupted use and enjoyment of the
 SERVICES or modifies, impairs, disrupts, alters, or interferes with the use, features,
 functions, operation, or maintenance of the SERVICES.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another APPLICANT or person or use the username of another APPLICANT.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a
 passive or active information collection or transmission mechanism, including without
 limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or
 other similar devices (sometimes referred to as "spyware" or "passive collection
 mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the SERVICES or the networks or SERVICES connected to the SERVICES.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the SERVICES to YOU.
- Attempt to bypass any measures of the SERVICES designed to prevent or restrict access to the SERVICES, or any portion of the SERVICES.
- Copy or adapt the SERVICES' software or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the SERVICES.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the SERVICES, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the SERVICES.
- Make any unauthorized use of the SERVICES, including collecting usernames and/or email addresses of APPLICANTs by electronic or other means for the purpose of sending unsolicited email, or creating APPLICANT accounts by automated means or under false pretenses.
- Use the SERVICES as part of any effort to compete with us.

5. Data Submission, Access, and Ownership

APPLICANT represents and warrants that it will use commercially-reasonable efforts to ensure that any and all data they may enter, input, upload, or otherwise submit to the SERVICES as accurate and free from error.

APPLICANT hereby grants to the APPLICATION MANAGER all rights, interest, and title to any and all Application Data that is required by the APPLICATION MANAGER and is associated with an Application.

6. Permitted and Prohibited Uses of the Data

APPLICANT is hereby permitted to view any or all data in the SERVICES that it owns or has submitted an Application for.

APPLICANT hereby agrees that it will not alter, remove, or obscure any proprietary legend, logo, copyright, or trademark notice on any printout or electronic report generated from the SERVICES. Further, APPLICANT agrees that it will not, during the term AGREEMENT or at any time thereafter, falsely report, improperly manipulate, or otherwise misrepresent data contained in the SERVICES to any third party in any medium or nature whatsoever.

7. Data Integrity and Accuracy

The COMPANY warrants that all data in the SERVICES from being altered or deleted will remain unaltered once it has been submitted to the SERVICES or accepted by the APPLICATION MANAGER, as may be applicable, except as explicitly allowed by applicable law. However, as APPLICANTS enter, input, upload, or otherwise submit all data to the SERVICES, and certain data may be altered, deleted, or archived in accordance with the policies of the Application Manager. The COMPANY or Licensees cannot warrant absolute accuracy of all data contained within the SERVICES. As such, the primary source of the data may be the only source of absolute accuracy.

APPLICANT THEREFORE ASSUMES THE ENTIRE RISK AS TO THE USE OF THE INFORMATION CONTAINED WITHIN THE SERVICES AND AGREES THAT APPLICANT IS RESPONSIBLE FOR DETERMINING THAT ALL INFORMATION IT USES FROM THE SERVICES IS SUFFICIENTLY ACCURATE. THE COMPANY OR LICENSEES SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED BY, IN WHOLE OR IN PART, ANY ERRORS OR OMISSIONS BY OTHERS IN SUBMISSION OF THE INFORMATION TO THE SERVICES, ANY ERRORS OR OMISSIONS BY PERMITTED APPLICANTS IN ALTERING OR DELETING INFORMATION IN THE SERVICES, OR FROM ANY ERRORS OR OMISSIONS BY OTHERS IN COMPILING OR REPORTING THE INFORMATION OUTSIDE OF THE SERVICES.

8. Fees and Payments

The submission of an APPLICATION through the SERVICE may include fees owed to the COMPANY, LICENSEES or APPLICATION MANAGERS for certain transactions or services. APPLICANTs are responsible for paying any applicable fees through authorized payment methods provided by third-party credit card processing providers.

All payments related to data submissions or other fees—whether paid directly to APPLICANT MANAGERS the COMPANY or LICENSEES—take place outside the COMPANY's WEBSITE and are not managed by us. If YOU pay through a third-party billing service linked through our SERVICES, YOU are responsible for providing a valid payment method and authorizing charges. The COMPANY does not process payments on behalf of any party.

9. Data Security and Backup

The COMPANY has implemented industry-standard security and encryption measures to protect data stored within the SERVICES. The COMPANY will perform regular backups to ensure data availability and minimize the risk of data loss. APPLICANT acknowledges that data recovery may be subject to the COMPANY's backup policies.

10. Software Upgrades and Maintenance

The COMPANY may perform periodic upgrades to improve the SERVICE. While the COMPANY will strive to retain functionality, certain features may be modified or upgraded, and temporary accessibility issues may occur during maintenance or upgrades. The COMPANY will make reasonable efforts to resolve any issues promptly.

11. APPLICANT Environment Incompatibility

APPLICANT hereby agrees that Licensor shall not be responsible nor liable for incompatibility of the SERVICES with any of APPLICANT's software, hardware or any other equipment.

12. Service Availability

The COMPANY will use commercially reasonable efforts to ensure that the SERVICE is available 99.99% of the time, except during planned maintenance, upgrades, or instances of force majeure.

13. Term and Termination

This AGREEMENT shall remain in full force and effect while YOU use the SERVICES. WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING

WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THIS AGREEMENT OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AT ANY TIME, WITHOUT WARNING IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, YOU are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if YOU may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal and injunctive redress.

14. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the SERVICES at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our SERVICES. We will not be liable to YOU or any third party of any modification, price change, suspension, or discontinuance of the SERVICES.

We cannot guarantee the SERVICES will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the SERVICES, resulting in interruptions, delays or errors. We reserved the right to change, revise, update, suspend, discontinue, or otherwise modify the SERVICES at any time or for any reason without notice to YOU. YOU agree we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the SERVICES during any downtime or discontinuance of the SERVICES. Nothing in this AGREEMENT will be constructed to obligate us to maintain and support the SERVICES or supply any corrections, updates or releases in connection therewith.

15. Governing Law

This AGREEMENT and your use of the SERVICES are governed by and construed in accordance with the laws of the State of Washington applicable to AGREEMENTS made and to be entirely performed within the State of Washington, without regard to its conflict of law principles.

16. Dispute Resolution

Any legal action of whatever nature brought by either YOU or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the State Courts of Washington. In any such dispute or action, the parties hereby consent to the jurisdiction and venue of the Superior Court of the State of Washington for Kitsap County, and waive all defense of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such State Courts. Application of the United Nations Convention on Contracts of the Sale of Goods

and the Uniform Computer Information Transaction Act (UCITA) are excluded from this AGREEMENT. In no event shall any claim, action, or proceeding brought by either Party related in any way to the SERVICES be commenced more than (1) years after the cause of action arose.

17. Corrections

There may be information on the SERVICES that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies or omissions and to change or update the information on the SERVICES at any time, without prior notice.

18. Disclaimer and Warranties

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN. (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE. OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

19. Limitations of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

20. Indemnification

YOU agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the SERVICES; (3) breach of this AGREEMENT; (4) any breach of your representations and warranties set forth in this AGREEMENT; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other APPLICANT of the SERVICES with whom YOU connected via the SERVICES. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which YOU are required to indemnify us, and YOU agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify YOU of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

21. Electronic Communications, Transactions, and Signatures

Visiting the SERVICES, sending us emails, and completing online forms constitute electronic communications. YOU consent to receive electronic communications, and YOU agree that all AGREEMENTs, notices, disclosures, and other communications we provide to YOU electronically, via email and on the SERVICES, satisfy any legal requirements that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, OFFERS AN OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. YOU hereby waive any rights or requirements under any statutes, regulations, rules ordinances, or other laws in any jurisdiction which require

an original signature or delivery retention of non-electronic records, or to payments or the granting of credits by other means other than electronic means.

22. California Applicants and Residents

If any complaint with us is not satisfactorily resolved, YOU can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112 Sacramento, California 98534 or by telephone at (800) 952-5210 or (916) 445-1254.

23. Miscellaneous

This AGREEMENT and any policies or operating rules posted by us on the SERVICES or in respect to the SERVICES constitute the entire AGREEMENT and understanding between YOU and us. Our failure to exercise or enforce any right or provision of this AGREEMENT shall not operate as a waiver of such right or provision. This AGREEMENT operates to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of this AGREEMENT is determined to be unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this AGREEMENT and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between YOU and us as a result of this AGREEMENT or use of the SERVICES. YOU agree that this AGREEMENT will not be construed against us by virtue of having drafted them. YOU hereby waive any and all defenses YOU may have based on the electronic form of this AGREEMENT and lack of signing by the parties hereto to execute this AGREEMENT.