

Terms of Service – SecureDrawer Portal Service

Last Updated: November 18, 2015

This is a legal agreement between you (referred to as “you”), and eFileCabinet, Inc. (“EFC”). EFC is the sole owner and provider of “SecureDrawer”, a proprietary file transmission service. Hereinafter, “SecureDrawer” shall mean said proprietary file transmission services, and shall include EFC if the context permits. Please read this Agreement carefully. By using or accessing this website or any website hosted at or by SecureDrawer (the “Sites”), or by accessing or using any part of the SecureDrawer file transmission services (together with the Sites, the “Service”), you agree to be bound by these Terms of Service and by the SecureDrawer privacy policy, which are collectively referred to as the “Agreement”. If you do not agree to be bound by this Agreement then you have no right to access or use the Service. This Agreement, which may be modified by SecureDrawer from time to time in accordance with this Agreement, governs all your current and future use of the Service.

Privacy Policy

In compliance with the requirements of the Gramm-Leach-Bliley Act, SecureDrawer hereby informs you of the following SecureDrawer privacy policies. For purposes of the Services offered, software installation, use and/or maintenance, SecureDrawer may collect or have access to non-public personal information about you and your affiliates or clients from the following sources: SecureDrawer may receive information from you through applications, sales orders, worksheets, client lists, your use of the Services, and other documents and sources; information about your transactions with EFC, our affiliates, or others; and/or information EFC receives indirectly from you or through a consumer or credit reporting agency about you.

SecureDrawer does not disclose any non-public personal information about you or any of our SecureDrawer clients, former clients, or their respective affiliates and clients, to anyone, except as permitted by you, or the respective client, or as required by law.

EFC restricts access to non-public personal information about you and your affiliates or clients to those members of EFC who need to know that information to provide Services to you. EFC maintains physical, electronic, and procedural safeguards that comply with U.S. federal regulations to guard your material non-public personal information.

Amendments

SecureDrawer may revise or change these Terms of Service and the Privacy Policy from time to time. Each revision will be marked with a revision date and will be posted to the Sites. SecureDrawer recommends that you review this Agreement from time to time to note any changes. By continuing to access or use the Service, you agree to be bound by this Agreement and any Terms of Service and privacy policy in effect at the time of such access or use. If you do not agree to the modified terms then you must cease using the Service.

Each party will keep confidential information (“Confidential Information”) it may acquire as a result of this Agreement, including any customer list or other proprietary information that it may acquire in the performance of this Agreement, confidential and shall not use such Confidential Information without the prior written consent of the other party. This requirement shall survive the termination of this Agreement.

If either party becomes aware of any actual or suspected unauthorized access to Confidential Information and/or Nonpublic Personal Information (an “Incident”), that party will take appropriate actions to contain and mitigate the Incident, including notification to the other party as soon as possible of the Incident (subject to any delay requested by an appropriate law enforcement agency), to enable the other party to expeditiously implement its response program. Upon request of a party, the other party will cooperate with it to investigate

the nature and scope of any Incident and to take appropriate actions to mitigate, remediate and otherwise respond to the Incident or associated risks.

SecureDrawer may reasonably: modify, suspend, or discontinue, temporarily or permanently, the Service and may remove or delete any User Files (defined below) at any time, in its sole discretion.

Description of the Service

The Service enables users to store and send to others files that the user provides ("User Files"). SecureDrawer offers several accounts types, which fall into the following categories: Trial (free), Basic, Professional, Premium, and Premium Gold. Trial accounts are offered at no charge for a limited time. The other account types are subscription services requiring periodic payments with a credit card, unless otherwise indicated, monthly or annually depending on the account type. Prices for the Service may change without notice.

You acknowledge and agree that SecureDrawer may establish revised practices and policies concerning use of the Service, including without limitation, the maximum size of the file that a user may store and send through the Service, the maximum number of days that a file will be stored by the Service, the maximum number of times a user may access the Service in a given period of time, and the maximum number of recipients to which a user may send a User File. Notwithstanding the foregoing, the features and limitations in effect when you began your then-current subscription term will remain in effect for the remainder of such subscription term.

The only software needed to access the Service is a standard Web browser (we recommend Chrome for its ease of use, but any browser will work), Microsoft Silverlight, and/or the EFC Document Management System version 4.1.43.35 or more recent version or the eFileCabinet Online Service. However, SecureDrawer may make certain software applications available to users that offer additional ways to access the Service. Such software will be made available by SecureDrawer under the terms of an end user license agreement, which you should read, and must agree to, prior to installing such software.

Direct and simple product integration exist between SecureDrawer and our EFC Document Management System and eFileCabinet Online, creating seamless document management and sharing.

We offer a limited time free trial of the Service. At the end of the trial period your License to the Service terminates and **your access to Your Data will be disabled**. If you do not establish an account with us and pay for a License to the Service (on the terms of this Agreement), then you will have no further access to Your Data, and **Your Data will be destroyed or erased by eFileCabinet**. This Agreement applies to your use of the Service during any trial period, and thereafter.

Accounts

In order to use the Service and send User Files, you must register and create a SecureDrawer account. You may create a SecureDrawer account on the Sign Up Page at www.securedrawer.com or at www.efilecabinet.com. Once you have created an account, you will be a "Registered User." In creating an account, you agree to provide accurate, current, and complete contact and billing and other information (your "Account Information"). Inaccurate or incomplete Account Information may result in termination of your account or Service privileges without notice or refund.

You are responsible for safeguarding the password that you use to access the Service. You agree to take sole responsibility for any activities or actions under your password whether or not you have authorized such activities or actions. You will immediately notify SecureDrawer of any unauthorized use of your password. **You are responsible for keeping your Account Information current and accurate;** SecureDrawer will have no liability for failure to deliver notices that result from inaccurate Account Information or otherwise.

Payment

When you register for an account with SecureDrawer, and at any time thereafter, you can select what term of subscription you prefer, and the frequency with which you will pay for it. SecureDrawer paid accounts are subscription services with recurring credit card or ACH charges. You agree to allow us to bill your credit card at the frequency associated with your plan. For certain premium accounts, SecureDrawer may offer the choice of credit card payments or corporate account invoicing. You agree to pay all account charges, and to pay any applicable sales, use and other taxes and fees that accrue in relation to your use of the Service. For accounts set up on an invoice basis, you agree to pay SecureDrawer all amounts stated in such invoices within thirty (30) days of receipt of the invoice. Late payments bear interest at one and one-half percent per month, compounded monthly, or the highest rate allowed by applicable law.

Delinquent Accounts

Failure to make full payment for 30 (thirty) days from your payment due date will suspend your account. SecureDrawer will notify you via email if your account is placed on hold and you will then have another 15 (fifteen) days to fulfill your payment obligations. Failure to do so will result in the termination of your account. If your License to use the Service is restored (by your payment in full) within that time, you may again access your account, otherwise you will have no access to your account, and your data will be erased and permanently destroyed, and we will have no liability to you for destruction of or access to your data. If you request a refund (such as under our 30 day refund policy, above), your License to the Service and access to your account will terminate with the refund request. Your data will be erased and permanently destroyed promptly, on our schedule.

Responsibility for Data

You have sole responsibility for all User Files that you or your end user/clients store on SecureDrawer servers through use of the Service, including the responsibility to comply with rules, regulations, or applicable law that a governing legislative body or regulatory agency established or any policies established by persons or entities with which you associate or otherwise perform services. **You acknowledge and agree that SecureDrawer will not be responsible for any failure of the Service to store a User File, for the deletion of a User File stored on the Service, or for the corruption of or loss of any data, information or content contained in a User File,** and you agree to indemnify SecureDrawer therefor.

Third Party Obligations

The parties agree that SUBSCRIBER has contractual obligations with THIRD PARTIES with respect to the data and objects being stored by SecureDrawer. Specifically, these THIRD PARTY contractual obligations set forth what data is the property of the SUBSCRIBER and the confidentiality restrictions pertaining to that data, both of which survive the termination of the SUBSCRIBER contractual agreement with the THIRD PARTY or with eFileCabinet. Accordingly, upon SUBSCRIBER's termination of their contract with THIRD PARTY, it will be the SUBSCRIBER's responsibility to fulfill any THIRD PARTY obligations for document transfer to THIRD PARTY. SUBSCRIBER agrees to comply with all THIRD PARTY contractual requirements with respect to the data and agrees that eFileCabinet may honor properly documented THIRD PARTY requests for such data. A request will be considered properly documented when a THIRD PARTY produces a signed contract from SUBSCRIBER allowing THIRD PARTY access to such data. SUBSCRIBER further agrees to hold eFileCabinet harmless and completely indemnify eFileCabinet with respects to SUBSCRIBER and THIRD PARTY disputes when data is released under such circumstances. This Section shall not restrict any disclosure pursuant to any law, including any securities law, or pursuant to a subpoena, court or other compulsory process, but in any such case where eFileCabinet is required to make such disclosure of data, eFileCabinet shall, to the extent lawfully permitted to do so, give prompt notice to the Customer of the disclosure requirement or order so that the Customer may seek appropriate protective orders or similar relief.

Third Party Requirements

SUBSCRIBER agrees that if SUBSCRIBER is an agent of a THIRD PARTY and the THIRD PARTY has set up guidelines associated with the proper use of SecureDrawer to comply with industry regulatory requirements (such as, but not limited to i.e., SEC, FINRA or HIPAA Regulations), SUBSCRIBER will follow THIRD PARTY guidelines and will hold eFileCabinet harmless from and completely indemnify eFileCabinet with respect to SUBSCRIBER and THIRD PARTY disputes regarding SUBSCRIBER'S adherence to said guidelines.

Use of Your Data for Statistical Purposes

We may extract data (including Your Data) stored on SecureDrawer Servers to compile or create general statistical information of our customers and users of the Service, or to optimize the Service or our business. Such general statistical information will not include any personally identifiable information (PII), protected health information (PHI), payment card information (PCI), or any other personal information in violation of any law, regulation or government order or the rights of any person. Except as required by law, we will not use, disclose, reveal, share, or sell any PII, PHI, or PCI in Your Data (including any individual including name, address, telephone number, or email address), nor will we disclose any statistical information specific to only Your Data without your prior approval.

User Files and SecureDrawer's Copyright Policy

You will not use the service to transmit, route, provide connections to or store any material that infringes any copyright, trademark, trade dress, trade secret, patent or otherwise violates or promotes the violation of the intellectual property rights of any third party. SecureDrawer has adopted and implemented a policy that provides for the termination in appropriate circumstances of the accounts of users who repeatedly infringe or are believed to be infringing the copyright or other intellectual property rights of others.

SecureDrawer reserves the right, in its sole discretion, at any time, to remove User Files that it believes to be in violation of this Agreement.

Proprietary Rights

All right, title, and interest in and to the Service is and will remain the exclusive property of SecureDrawer and its licensors. The Service is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly permitted in this Agreement, you may not reproduce, modify, or prepare derivative works of or based on, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Service.

Ownership of User Files

Data, documents and information, which you upload to or make available through the Service ("User Files"), belongs to you. SecureDrawer including its agents, representatives, employees, officers, directors, predecessors, successors, assigns, subsidiaries, parents, affiliates, and vendors, disclaim any ownership interest in User Files. However, by making User Files available through the Service, you grant SecureDrawer the non-exclusive, worldwide, transferable right, on a perpetual royalty-free basis (with the unilateral right to sublicense this right without notice only to third parties assisting SecureDrawer in providing the Service), to use, copy, distribute, process, and display information about User Files on the Sites and through the Service on your behalf and on behalf of your clients solely for the purposes of ensuring secure access to, transfer, and delivery of such User Files.

Trademarks

SecureDrawer, the SecureDrawer logo, and all other SecureDrawer trademarks, service marks, product names, and trade names of SecureDrawer appearing on the Service are owned by EFC. All other trademarks, service marks, product names, and logos appearing on the Service are the property of their respective owners. You may not use or display any trademark, service mark, product name, trade name, or logo appearing on the Service without the owner's prior written consent.

Consent to Receive Certain Online Banking Documents Electronically

Consistent with the requirements of Section 101(c)(1) of the ESIGN ACT, enacted by Congress on June 30, 2002, your acceptance of these terms of service for SecureDrawer constitutes your consent to receive those electronic records or signatures covered in the ESIGN Act. In the event your SecureDrawer service should involve online banking services in electronic format, you hereby agree and consent to receive such services in electronic format for those products and services offered or accessible through Internet Banking (such as, but not limited to customer agreements, monthly billing or account statements, legal and regulatory disclosures, notices, transaction histories, privacy policies, and all other information related to the products, services or accounts) in an electronic format rather than a paper format. Relative to your rights and duties under the ESIGN Act, after having consented to receive account communications, documents and disclosures in electronic format, you may elect to receive a paper copy in addition to the electronic version(s). You may also withdraw your consent to receive account documents electronically. If you wish to receive paper copies in addition to the electronic versions, or if you withdraw your consent to receive electronic documentation, you must make such requests or give notice of withdrawal of consent by contacting the financial institution directly and will not hold eFileCabinet or any SecureDrawer customer responsible for any omission or act of your financial institution as it relates to these provisions and/or regarding the electronic receipt of such records or signatures."

General Prohibitions

As a condition to your use of the Service, you agree not to do or permit to be done directly or indirectly any of the following:

- Upload or transmit any User File: (i) that you do not have the lawful right to copy, transmit, distribute, publish, perform, and display (including any User Files that might violate any confidentiality or fiduciary obligations you might have with respect to the User Files); (ii) for which you do not have the consent or permission of each identifiable person in the User Files to use the name, voice, signature, photograph, visage, and likeness of each such person (to the extent each such person is implicated by the User Files); (iii) that infringes or misappropriates the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, trade dress, or other intellectual property right, including moral rights and rights of publicity and privacy); (iv) that is deceptive, false or misleading; (v) that is libelous, slanderous, or defamatory; (vi) that is obscene, immoral, pornographic, or offensive under the law or to EFC in its unfettered discretion; (vii) that promotes bigotry, racism, hatred, discrimination, or harm against any individual, group, entity, or industry; or (viii) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; or
- Access, tamper with, copy, or use any non-public areas of the Service or of SecureDrawer's computer systems, or of the technical delivery systems of SecureDrawer's Service providers; or
- Attempt to probe, scan, test, or tamper with the vulnerability of the Service or any related computer or other system or network, or breach or circumvent any security or authentication measures used with the Service and such systems and networks; or
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software code used to provide the Service; or

- Harm or threaten to harm other users of the Service in any way, or interfere with, or attempt to interfere with, the access of any user, host, or network including, without limitation, through a virus, Trojan, overloading, flooding, spamming, blocking, redirection, mail-bombing, or other interference with the Service; or
- Send unsolicited email, junk mail, spam, chain letters, promotions, or advertisements for products or services to or through the Service; or
- Impersonate or misrepresent your Service account or affiliation with the Service to any person or entity.

SecureDrawer has the unfettered right to fully investigate and prosecute violations of any of the above, including without limitation possible infringement of any intellectual property rights, security breaches, and interferences, to involve, assist, and cooperate with law enforcement authorities and initiate criminal prosecution to the fullest extent of the law. SecureDrawer may also involve, assist, and cooperate with law enforcement authorities in investigating and prosecuting users who violate any provision of this Agreement. You acknowledge that, although SecureDrawer has no obligation to monitor your access to or use of the Service, SecureDrawer has the right to do so for the purpose of managing, operating, and optimizing the Service, and to ensure your compliance with this Agreement and compliance with applicable laws including any order or requirement of a court, administrative agency, or other governmental body or authority. SecureDrawer reserves the right at all times to disclose, in its sole discretion, any User Files as necessary to (a) satisfy any law, regulation, investigation, or governmental request, or (b) reduce or prevent what SecureDrawer considers to be, in its sole discretion, a serious or imminent threat to your health, safety, or property, or the health, safety, or property of another.

Links

The Service may contain links to third-party websites. You acknowledge and agree that SecureDrawer is not responsible or liable for: (i) the availability or accuracy of such links or websites; or (ii) the content, products, or services on or available from such websites. Links to such websites do not imply any sponsorship, affiliation, or endorsement by SecureDrawer of such websites, or of the content, products, or services available from such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any such link or websites.

Product Support

These Support Terms may be modified at any time in our sole discretion without notice to you. Product Support includes software updates and general technical support for trouble shooting. Product installation, configuration, and training are not included in Product Support but are available and billable according to the current pricing. You, the end user of the Service, are entitled to user support services, as long as you are current in the payment of all required fees, and in full compliance with this Agreement.

We will make available to you such technical and training information relating to the Service as we makes available to our other customers generally. Our user support services, and means to obtain additional support, are located here. eFileCabinet offers different levels of support. Additional information and a full listing of Support levels and options are located here. As a condition to receiving support services, you agree to exercise your reasonable best efforts to cooperate with and assist us in documenting and understanding any problems and in performing appropriate tests. We are not responsible for problems relating to your computer hardware or software not provided by us, including (but not limited to) any incompatibility of the Service with any other SAAS services. You should appreciate that we cannot guarantee that that support services will cause the Service to be error-free or to operate continuously, efficiently, optimally, or without interruption, for you, particularly on your computer and your chosen networks. (If our support services don't solve your concerns then you, or we, may terminate your License to the Service.)

To facilitate installation, training, sign-up, maintenance, troubleshooting activities, or support, you may grant us temporary access to your computers and equipment, including servers, by giving your permission electronically to engage in remote connectivity with your computer and equipment. We may decline to accept such access or to provide remote support. You are responsible for maintaining a complete backup of all of your software and electronic data, and taking appropriate security measures, prior to granting remote access to us. You warrant to us that you have done so by requesting remote support. Unless you specifically notified us otherwise in writing, we may reasonably assume your personnel are duly authorized to grant us remote connectivity access as described in this paragraph. You further agree to hold us harmless from any injury, liability, loss, or damages incurred during such activities.

Scheduled Maintenance

SecureDrawer may perform system maintenance in its discretion to ensure high quality of service. SecureDrawer uses commercially reasonable efforts to ensure that the Service is available for use during regular business hours, and will use reasonable efforts to perform all maintenance during standard non-business hours for the United States.

Termination

You may cancel a paid account at any time in your account settings on the Sites. If you cancel an account that is billed on a monthly basis, SecureDrawer will not refund any fees paid by you or received by SecureDrawer. Instead, your account may remain active for the remainder of the term for which you paid.

SecureDrawer reserves the right to discontinue the Service or to change the Service at any time and without notice to you, except that SecureDrawer will provide notice of such discontinuation to corporate account holders. In the event of such discontinuation by SecureDrawer, SecureDrawer will refund any fees paid by you, prorated proportionally to the number of full days remaining in your then-current subscription period. For month-to-month accounts, that period is one month, for annual accounts, that period is one year.

If you breach this Agreement, SecureDrawer has the right to terminate this Agreement immediately, without notice to you, and to deactivate your account and delete any User Files associated with you. **In the event of your breach of this Agreement, SecureDrawer will not be required to refund any fees paid by you or to return or allow access to any User Files.**

Upon termination of your License for any of the above reasons, neither you nor your guest users will have access to your account or their/Your Data. 30 days after termination of your License for any of the above reasons, Your Data will be erased and permanently destroyed, and we will have no liability to you for destruction of or access to Your Data. In the case where your License is terminated by you, should you decide to reactive your License within the 30 day window following termination, you and your guest users' access to Your Data will be restored.

Disclaimer of Warranties

The Service is provided "AS-IS," without warranty of any kind, either express or implied. Without limiting the foregoing, SecureDrawer explicitly disclaims any warranties of merchantability, fitness for a particular purpose, non-infringement, and computer or system compatibility.

SecureDrawer makes no warranty that the Service will meet your requirements or will be available on a continuous, uninterrupted, perpetual, protected, exclusive, or error-free basis. **Your use of the Service is at your own risk.** You acknowledge and agree that SecureDrawer will not be responsible for any damages to your computer system or network, or the computer system or network of any third party that results from use of the Service.

Indemnity

You agree to defend, indemnify, and hold harmless SecureDrawer and its shareholders, officers, directors, affiliates, employees, attorneys, and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal, accounting, and computer or systems engineer fees, arising out of or in any way connected with your access to or use of the Service, or any Third Party application associated with this Service, or your violation of this Agreement, including without limitation third party claims that any User Files submitted to the Service by or through you infringes or misappropriates any intellectual property right, privacy rights, publicity rights, or moral rights of any third party.

Limitation of Liability

In no event will SecureDrawer be liable to you or to any third party for any incidental, special, consequential, or punitive damages arising out of or in connection with this Agreement or the use of or inability to use or access the Service or any User Files sent through, stored by, uploaded to, or downloaded from the Service, whether based on warranty, contract, tort (including negligence), malpractice, or any other legal theory, and whether or not SecureDrawer has been informed of the possibility of such damage, even if any limited remedy set forth herein is found to have failed of its essential purpose.

In no event will SecureDrawer's aggregate liability to you or to any third party for any and all claims arising out of or in connection with the use of the Service exceed the lesser of (a) one hundred U.S. dollars (\$100), and (b) the fees received by SecureDrawer from you in the most recent twelve (12) month period before the event giving rise to such a claim. Recovery of such damages in this amount shall be your sole and exclusive remedy. Any cause of action or claim by or through you arising out of or related to the Service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. The limitations of damages and warranties and disclaimers set forth in this Agreement are fundamental elements of the basis of the bargain between SecureDrawer and you.

Controlling Law and Jurisdiction

This Agreement will be governed by the laws of the State of Utah applicable to two parties residing in that State and contracting in that state with full provision of the Services in that State, and without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement will be the state and federal courts located in Salt Lake County, Utah, and you waive any objection to jurisdiction and venue in such courts.

Entire Agreement

This Agreement is the entire understanding and exclusive agreement between SecureDrawer and you regarding the Service, and this Agreement supersedes and replaces any prior agreements between SecureDrawer and you regarding the Service, including prior terms whereby the Service was accessed by you. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other SecureDrawer services, affiliate services or third-party content software, or services.

General

You will not assign any rights granted to you, or delegate any of your duties hereunder; and any attempt to do so is void and of no effect. SecureDrawer may freely assign this Agreement and the rights granted hereunder without restriction or notice. Nothing in this Agreement shall constitute a partnership, joint venture, or franchise between you and SecureDrawer. If any provision of this Agreement is invalid under applicable law, such provision shall be limited, narrowed, construed and altered as necessary to render it

valid, but only to the extent necessary to achieve such validity. If necessary, the invalid provision shall be eliminated from this Agreement. The remaining provisions of this Agreement shall remain in full force and effect. SecureDrawer may provide you with notices, including those regarding changes to the Service, by email or by a posting available through the Service. This Agreement, including its provisions on indemnification, limitation of liability and disclaimer of warranties, allocates the risks in the Agreement between you and EFC. This allocation is reflected in the pricing of the Service and is an essential element of the basis of the bargain between you and EFC. The failure of SecureDrawer to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision. The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. This Agreement is written in, and shall be governed by, the English language. In the event of any conflict between this English language version of the Agreement and any translation of this Agreement, the English language version shall control.