

User Terms and Conditions

These User Terms and Conditions (User Terms) are between You and Early Applications, LLC and its affiliates ("LOCKBOX" or "us" or "we") and they apply to your use of the services we make available to You from time to time as defined below (the "Services"). THESE USER TERMS ARE LEGALLY BINDING. Capitalized terms are defined below in Section 3.

Summary of User Terms

When You accept the User Terms during our sign-up process or when You access or use the Services, You agree to the following:

- You will only use the Services when it is safe to do so, and You will only use them in compliance with the law and these User Terms;
- If others use the Services through your user account, You will ensure that they only use the Services when it is safe to do so, and in compliance with the law and these User Terms;
- We may suspend or discontinue your access to some or all of the Services;
- We may remotely access, deliver, install, update, or change the software used to deliver the Services without additional notice or consent;
- You will notify us when You want to cancel your Services;
- We have certain rights to use and share the information or materials You provide us, as defined in these User Terms;
- If You access or use any third party products or services, the terms associated with those third party products or services will also apply, and You will not hold LOCKBOX responsible for your access or use of those third party products or services;
- The Services are provided "AS IS" and are limited by matters outside our control. Unless expressly provided in these User Terms, we make no representations or warranties about the Services or for their availability, and we are not liable for the use or any lack of availability of the Services;
- If a dispute arises, You will resolve it through individual arbitration;
- We may modify these User Terms at any time and the modifications will be effective when posted on our Website or when we notify You, whichever occurs first; and
- You are bound by the complete Agreement as defined below, including the User Terms, the Privacy Statement, and the License

THE DISPUTE RESOLUTION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.

THESE TERMS AND CONDITIONS ALSO INCLUDE A JURY WAIVER.

MORE INFORMATION ABOUT THE ARBITRATION AND CLASS ACTION WAIVER CAN BE FOUND IN SECTION 28.9 (DISPUTES; BINDING INDIVIDUAL ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER.) BELOW.

User Terms

1. Agreement to Terms. When You accept the User Terms during our sign-up process or when You access or use the Services, You are indicating that You have read, understand, and agree to be bound by these User Terms and the other terms, policies, guidelines, and processes they refer to (collectively, the "**Agreement**") which include:

- the User Terms;
- the Privacy Statement (as referred to in Section 26);
- the License (as set forth in the Appendix to these User Terms); and
- other terms, guidelines, policies, or procedures that we post on the Website or communicate through your Mobile Device.

If You do not agree with any of these terms, then You should decline these User Terms during our sign-up process or other methods we make available to You. You are not permitted to access or use any of the Services if You do not agree to be bound by the Agreement.

2. Safety. You must obey all laws governing the operation of your Mobile Device(s), and You will not access and/or use any Service or Mobile Device in a manner that violates any law, rule, or regulation. Access to and/or use of the Services and Mobile Devices are at your sole risk and your sole responsibility and the Services and Mobile Devices should be accessed and/or used only when You can safely operate them.

3. Some Definitions.

- "**AAA**" is defined in Section 28.9;
- "**Agreement**" is defined in Section 1;
- "**Claim**" is defined in Section 28.9;
- "**Mobile Device**" means a device compatible with the System or Services that we authorize for use in connection with the Services;
- "**LOCKBOX Persons**" is defined in Section 19
- "**Marks**" is defined in Section 23;
- "**Permitted User**" is defined in Section 17;

- "Services" means the connected services that we make available to You from time to time, as further described in Section 4 and on the Website;
- "Software" is defined in Section 17;
- "System(s)" is defined in Section 17;
- "Third Party Services" means services made available to You by a third party;
- "Website" means the website we operate with the landing page located at lockbox.com or other sites that lockbox.com directs You to;
- "Wireless Service Providers" means third parties that make wireless services available to You in connection with the Services; and
- "You" means each person accessing or using the Services.

4. Service Details. Our Website describes the available Services, including instructions for Service setup and operation, and any further terms, privacy statements, pricing, conditions, and limitations of the Services. We may add, change, or remove Services from time to time, as described on the Website or other notices we make available to You. You may cancel the Services at any time, as described in Section 6 below. Here are some highlights of Services that may be available to You:

- **Services offered for an additional fee:** Services may be offered to You for an additional fee; and
- **Apps:** Services allow You to download the LOCKBOX application through your Systems, including updates or upgrades to the LOCKBOX application and services (collectively referred to as "App"). In addition to the terms of the Agreement, access and use of the App is subject to the End User License Agreement (the "License") attached to these User Terms, and to any additional terms presented when You access or use the App. Please refer to each App for details on the specific features and services that are available through that App.

5. Payment. Subject to the terms of these User Terms and License, upon the day of your payment ("Effective Date") to LOCKBOX of the then-current initial license fee ("License Fee"), as set forth on the Website, you may receive a License to the App. Payment will be charged to your STRIPE™ account as soon as you confirm purchase. You must have a STRIPE™ credit card on file with us ("Payment Account"), and we will automatically charge it annually for the then-current renewal fee set forth on the Website, according to the terms of your authorization. If your billing cycle falls on a weekend or holiday, we may charge you the next business day. In the event your payment is returned for insufficient or uncollected funds, you authorize us to resubmit except as otherwise provided by the ACH Rules or applicable law. Payment processing fees associated with your Payment Account, such as currency conversion fees, insufficient fund fees, reversal fees, or overdraft fees are your responsibility and will not be reimbursed by us. You may update your Payment Account or cancel your authorization at any time. Once You place your Payment Account on file with us, we may receive automatic updates of that account information from the financial institution for that account in order to keep that payment information current. Applicable fees for the Services, if any, must be paid in advance unless the Service offer expressly states otherwise. The price of the Services may change over time, and we will charge the prices then in effect for the applicable payment period. You will be notified of any price increase applicable to Services You are paying for, so that You can cancel the Service if You do not wish to pay the higher price.

6. Your Right to Cancel the Services at any Time. Your Right to Cancel the Services at any Time. This Agreement applies from the date of your acceptance until the Services are cancelled or terminated by You or us as permitted in this Agreement. You may cancel the Services at any time.

7. Our Right to Terminate the Services. To the extent permitted by law and unless prohibited by law, we reserve the right to terminate your participation in or access to the Services and this Agreement if, in our sole judgment, You have violated this Agreement. For example, we may terminate this Agreement immediately if: (i) You breach any obligation of this Agreement; (ii) any person or party acting by, through, for, or in concert with You takes any action inconsistent with this Agreement; (iii) You engage in, encourage, or participate in any unlawful, deceitful or fraudulent conduct in any way relating to this Agreement or any of the Services; or (iv) You do not agree with modifications to this Agreement as we may make available to You.

8. Additional Termination Rights. Effect of Termination. In addition to other termination rights provided in this Agreement, we may terminate this Agreement at any time by giving You thirty (30) days prior written notice. We are not liable to You for termination or expiration of this Agreement or the discontinuance of any or all of the Services, unless otherwise expressly provided in this Agreement (including the applicable Service terms). Upon termination or expiration of this Agreement, You must immediately stop using the Services and your license to the Software is automatically and immediately terminated. All provisions of this Agreement which by their nature survive termination or expiration, shall survive termination or expiration of this Agreement.

9. Reservation of Rights. You acknowledge and agree that the App is provided under license, and not sold, to you. You do not acquire any ownership interest in the App under these User Terms, or any other rights thereto other than to use the App in accordance with the License, and subject to all terms, conditions, and restrictions, under these User Terms. LOCKBOX and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the App, including all copyrights, trademarks, and other intellectual property rights

therein or relating thereto, except as expressly granted to you in these User Terms. LOCKBOX reserves the right at any time with or without notice to discontinue, temporarily or permanently, features or aspects of the App with or without notice. You agree that LOCKBOX shall not be liable to your or any third party for any modification, suspension, or discontinuance of the Application. LOCKBOX reserves the right to limit usage of the App and/or to discontinue any service at any point in time.

10. Geographic Restrictions. You acknowledge that you may not be able to use the App outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the App from outside the United States, you are responsible for compliance with all local laws.

11. Modification to Agreement. We may modify this Agreement by giving You notice or by asking You to read and accept a new version of this Agreement. We may give You notice by posting a new version of the Agreement on the Website. If You do not agree with any modification, then You may not use the Services. Your continued access or use of any of the Services after our notice indicates your acceptance to the modified Agreement.

12. Eligibility. You represent and warrant that You (a) have reached the age of majority in your jurisdiction of residence and have full legal capacity to enter into binding contracts, or (b) are at least 13 years of age and possess legal parental or guardian consent and are fully able and competent to enter into and abide by this Agreement. If You do not satisfy these eligibility requirements, then You should decline this Agreement using the mechanism we make available to You. You are not permitted to use any of the Services until such time as You satisfy these eligibility requirements and agree to all of the terms of the Agreement.

13. No Use of the Services by Children. The Services do not target, through advertising, appearance, links to other sites or otherwise, children under the age of 13. If You are under the age of 13 or are a parent or guardian of a child under the age of 13, please be aware that we do not permit registration by, and do not knowingly collect any information from, children under the age of 13. If You are a parent or guardian of a child under the age of 13, You must not allow them to use, or consent to their registration to use, any of the Services.

14. Registration and Account. You may be required to create an account to use some of the Services. If You create an account, You must:

- provide accurate and complete information, and update that information so it remains accurate and complete;
- be solely responsible for your account activity;
- keep your account and password secure and not disclose them to anyone; and
- notify us immediately of any breach of security or unauthorized use of your account using our contact information provided in the "Questions" section at the end of these User Terms.

Use of the Services is solely for your personal use. LOCKBOX will not be liable for any losses resulting from unauthorized access to or use of the Services or your account. However, You may be liable to LOCKBOX or other parties due to such unauthorized access or use.

15. Service Limitations.

15.1 The Services are only available in the continental United States, Alaska, Hawaii, and Canada. The Services rely on wireless communication networks. NOT ALL SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS AT ALL TIMES. The area You are driving in may affect the Services that we can provide to You, including routing services.

15.2 The Services are only available in places where there is a Wireless Service Provider for Service in that area and only if the Wireless Service Provider has technical compatibility with the Mobile Device, coverage, network capacity, and reception when and where the Service is needed.

16. Other Users. This Agreement applies to all users of your Mobile Device. You are responsible and liable for all activities of users of your Mobile Device, including all access to or use of the Services. Without limiting the foregoing, it is your responsibility to:

- inform other users of your Mobile Device that their access to and use of the Services is subject to this Agreement;
- inform other users of the privacy statements that apply to the use of Services; and
- ensure that other users of your Mobile Device comply with the applicable terms of this Agreement.

17. Software Updates; Suspension or Removal of the Services. You consent to LOCKBOX accessing your Mobile Device (the "System") for the following purposes:

- **Software Updates.** Your System involves software, data, Apps and related settings that LOCKBOX makes available to You (such items collectively referred to as "**Software**"). The Software is licensed, not sold to You, and may need to be updated or changed from time to time. You agree that LOCKBOX may remotely access, deliver, install, update or change Software (such actions collectively referred to as "**Updates**") without any further notice or consent. For example, these Updates may enhance safety or security, or may maintain the proper operation of your Mobile Device. We are not responsible for any affected or erased data due to an Update;

- Suspension. We may be required from time to time to suspend or limit your access to or use of the Services without further notice to You and without liability to You, to address system issues, issues with your account, or other issues that may impact the performance, enjoyment, or security of the Services;
- Removal. Unless otherwise provided in this Agreement we may remove or discontinue the Services or your account without further notice to You, and without liability to You. This may occur as a result of our efforts to refine the Services to address performance degradation, or to address changes in technology, customer interests, regulatory requirements, or business needs;
- Cybersecurity. As part of the Services, for the purpose of protecting your security, your rights, and the security of the System, You agree that we may implement protective measures within the System to defend against security threats;
- Notice and Consent. If we provide further notice or request further consent to an Update (as defined above), the notice or consent may be received or provided by any permitted user of the Services or System (a "**Permitted User**") on behalf of You and all Permitted Users. You and the Permitted User receiving or providing that notice or consent are responsible for notifying all other Permitted Users of the provided notice and consent. However, You agree that in any case, we may Update the Software without additional notice or consent; and
- This Agreement will govern any Updates or other changes we make to the Services, System, or Software for all Permitted Users.

18. Your Additional Representations and Obligations. You agree that:

- You have the right and authority to enter into this Agreement;
- You will monitor access and use of the Service in connection with your Mobile Device to ensure that, at all times, such access and use is lawful and complies with the Agreement;
- You will provide us with true and accurate information and will keep that information up to date;
- You will be responsible for all costs and expenses, including taxes, losses, and liabilities, incurred in connection with your use of the Services and any activities that You undertake in connection with the Services or with this Agreement in any way;
- Your agreement to and compliance with this Agreement does not violate any of your existing obligations;
- You will access the Services only through your established account;
- You will not attempt to breach any security measures of the Services;
- You will not copy, reproduce, distribute, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with any security technology, convert to any use not authorized by us or claim ownership in the Services or our or any other party's information or materials associated with the Services;
- You will not use the Services for any unlawful purpose, to harass any person, or for any purpose not allowed by us;
- You will not remove, modify, or obscure any copyright notices, trademarks, or other proprietary rights notices on or contained in or on any portion of the Services or any information or materials on or obtained from the Services;
- You authorize us and those acting on our behalf to use automatic telephone dialing systems to call, text, and deliver prerecorded or artificial voice messages to any telephone number You provide, such as the telephone number associated with your Mobile Device;
- You will comply worldwide with all local, state, provincial, federal, and national laws, statutes, ordinances, by-laws, and regulations that apply to your use of the Services; and
- You have no property right in any telephone number assigned to your Mobile Device and You understand that any such number can be changed from time to time.
- Represent that you are 18 years of age or older/of legal age to enter into a binding agreement.
- You can form a binding contract with LOCKBOX.
- You are not a person who is barred from using the app under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department's list of specially designated nationals or face any other similar prohibition.
- You will comply with this agreement and all applicable local, state, national and international laws, rules and regulations.
- You have never been convicted of a felony and that you are not required to register as a sex offender with any state, federal or local sex offender registry.

Violation of any of the foregoing shall be grounds for immediate termination of this Agreement by LOCKBOX, and LOCKBOX may investigate and take any available legal action in response to illegal and/ or unauthorized uses of the System, Services, and/or the App, including, but not limited to, termination of any License.

19. Indemnity. In consideration of LOCKBOX's provision of the Services to You and the rights granted to You, to the maximum extent allowable by law and unless prohibited by law, You agree to indemnify LOCKBOX, its parent, subsidiaries, affiliates, licensors, and contractors as well as their respective employees, officers, directors, and agents (collectively "**LOCKBOX Persons**") and hold LOCKBOX Persons harmless from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, interest, additional taxes, demands, and expenses, including reasonable legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from, any third party claim or demand made to or against any LOCKBOX Person(s): (i) arising out of your access to or use of the Services; (ii) arising out of your failure to comply with this Agreement; (iii) relating to the inaccuracy or untruthfulness of any representation or

warranty that You made under this Agreement; (iv) arising out of any activities of anyone other than You in connection with the Services conducted through your account; (v) arising out of access to or use of, or inability to access or use, any of the Services through your Mobile Device; or (vi) arising out of any of your other activities under or in connection with this Agreement or the Services.

20. Unauthorized Use or Modification of the Services. You are not granted the right to and You shall not engage in any of the following activities:

- transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs, spiders, web-bots, screen-scrapers, or web crawlers or other items of a destructive or disruptive nature;
- exploit the Services or Software in any unauthorized way, including by trespass or burdening server or network capacity or infrastructure;
- modify, adapt, sublicense, translate, sell, reverse engineer, decompile, or disassemble any portion of the Services or Software or remove, alter, circumvent, or otherwise tamper with any security technology;
- "frame," "mirror," or resell any part of the Services or Software without our prior written authorization; or
- harvest or collect information about users.

ANY ATTEMPT BY ANY USER OR ANY OTHER INDIVIDUAL OR ENTITY TO DELIBERATELY DAMAGE THE SERVICES OR SOFTWARE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SERVICES OR SOFTWARE IS A VIOLATION OF THIS AGREEMENT. LOCKBOX RESERVES THE RIGHT TO INVESTIGATE ANY SUSPICIOUS ACTIVITY AND TO TAKE ALL SUCH ACTIONS AGAINST AND OBTAIN SUCH REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. LOCKBOX RESERVES THE RIGHT TO DISCLOSE ANY INFORMATION ABOUT YOU, INCLUDING YOUR ACCOUNT AND ACCESS TO AND USE OF YOUR ACCOUNT, TO LAW ENFORCEMENT AS NECESSARY TO ENFORCE THIS AGREEMENT, TO COMPLY WITH ANY COURT ORDER, OR AS PERMITTED IN THE PRIVACY STATEMENT.

21. Intellectual Property. The Services and Software are protected by United States and international copyright laws and may be subject to other intellectual property protections, including patent and trademark rights. You may not copy, distribute, modify, perform, broadcast, display, transmit, reuse, re-post, use (except as expressly set out herein) or claim any right in any aspect of the Services or Software, including the content, text, images, audio, and video without LOCKBOX's express, prior written permission.

22. [Not used]

23. Trademarks. Any trademarks, logos, and service marks (collectively "Marks") displayed in connection with the Services are the registered and/or unregistered trademarks of LOCKBOX or other third parties. Nothing contained in this Agreement or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use or display any Mark or any variation thereof without the written permission of LOCKBOX or the other owner thereof. Your use of LOCKBOX's Marks is strictly prohibited.

24. Export Compliance. You will comply with all laws and regulations applicable to the Services. You may not use, export, re-export, import, sell or transfer any aspect of the Services except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, no aspect of the Services may be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Services, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the Services for any purposes prohibited by United States law, including the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

25. Refunds. All charges made pursuant to these User Terms are nonrefundable, and there are no refunds or credits for partially used periods.

26. Data Collection / Privacy. LOCKBOX collects, uses, and shares information from and about You. The LOCKBOX Privacy Statement describes what LOCKBOX does with that information. You consent to the collection, use, and sharing of information described in the Privacy Statement and in any revisions to the Privacy Statement, which may be modified as described in that document.

27. NO WARRANTY BY LOCKBOX.

27.1 LOCKBOX MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES IN RESPECT OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" INCLUDING WITH ALL FAULTS AND ERRORS AS MAY OCCUR THEREIN. TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, LOCKBOX, ON BEHALF OF ITSELF AND ALL PERSONS AND PARTIES ACTING BY, THROUGH OR FOR LOCKBOX, EXPLICITLY DISCLAIM ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR COLLATERAL, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE SERVICES.

27.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, LOCKBOX DOES NOT WARRANT THE OPERATION, PERFORMANCE, OR AVAILABILITY OF THE SERVICES, OR ANY OF LOCKBOX'S PERFORMANCE OR PROCEDURES IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LOCKBOX DOES NOT WARRANT THAT THE SERVICES WILL CONTINUE IN EXISTENCE FOR ANY PERIOD OF TIME AND DOES NOT WARRANT THAT FUTURE OPERATION OF THE SERVICES WILL BE COMPATIBLE WITH CURRENT OPERATION OR APPLICATIONS.

27.3 TO THE EXTENT PERMITTED BY APPLICABLE LAW, LOCKBOX DOES NOT WARRANT OR MAKE ANY CONDITIONS OR REPRESENTATIONS REGARDING THE SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY DATA OR MATERIAL OF ANY KIND CONTAINED WITHIN THE SERVICES FOR ANY PURPOSE. LOCKBOX MAKES NO REPRESENTATIONS THAT THE SERVICES WILL BE FREE FROM LOSS, INTERRUPTION, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND LOCKBOX DISCLAIMS ANY LIABILITY RELATING THERETO. LOCKBOX DOES NOT PROVIDE ANY WARRANTY AS TO THE AVAILABILITY OF THE SERVICES OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

27.4 TO THE EXTENT PERMITTED BY APPLICABLE LAW, LOCKBOX IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS OR FAILURES IN THE TRANSMISSION OF DATA, ANY COMPUTER VIRUS, ACTS OR OMISSIONS OF THIRD PARTIES THAT DAMAGE THE NETWORK OR IMPAIR WIRELESS SERVICE, DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911, OR ANY OTHER EMERGENCY SERVICE, OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

27.5 LOCKBOX DOES NOT WARRANT THAT THE SERVICES WILL OPERATE PROPERLY ON YOUR EQUIPMENT AND YOU AND ONLY YOU WILL BE RESPONSIBLE FOR ALL REPAIRS TO YOUR EQUIPMENT AND ANY OTHER LOSSES ACTUALLY OR ALLEGEDLY CAUSED BY THE SERVICES.

27.6 SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTIONS' LAW IS APPLICABLE TO THIS AGREEMENT, IN WHICH CASE LOCKBOX'S WARRANTIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

27.7 **LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, (A) YOU AND LOCKBOX WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS OR SAVINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, (B) LOCKBOX WILL NOT BE LIABLE IN ANY WAY ANY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES FOR (i) ANY ACTION OR INACTION OF THIRD PARTIES, (ii) ANY EVENTS BEYOND THE REASONABLE CONTROL OF LOCKBOX, (iii) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES, (iv) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, UPDATES OR CHANGES TO SYSTEMS, SOFTWARE, OR OTHER EQUIPMENT PROVIDED BY LOCKBOX, (v) ANY CHANGE OR REDUCTION IN, OR ANY LOSS OF SERVICES CAUSED BY CHANGES IN SYSTEMS, SERVICES, OR INFRASTRUCTURE (SUCH AS THE WIRELESS SERVICE OR TECHNOLOGY INFRASTRUCTURE) THAT ARE MADE AVAILABLE BY THIRD PARTIES, AND (C) LOCKBOX WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH ANY THIRD PARTY SERVICES. TO THE EXTENT THAT LOCKBOX IS FOUND LIABLE FOR ANY DAMAGES, LOSSES, LIABILITIES OR EXPENSES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, AND TO THE EXTENT ALLOWED BY LAW AND UNLESS PROHIBITED BY LAW, YOU AGREE THAT LOCKBOX'S MAXIMUM AGGREGATE LIABILITY SHALL BE NO GREATER THAN \$100.00. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF LOCKBOX KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES AND WHETHER ARISING BASED ON NEGLIGENCE, TORT, OR BREACH OF CONTRACT. THESE LIMITATIONS SURVIVE ANY TERMINATION OR EXPIRATION OF THE AGREEMENT, AND APPLY TO ANYONE USING THE SERVICES OR MAKING A CLAIM ON YOUR BEHALF.

27.8 **YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE THAT THE SERVICES AND/OR APP ARE NOT A SUBSTITUTE FOR CALLING 911 IN CASE OF AN EMERGENCY AND THAT IN THE EVENT OF AN EMERGENCY, YOU SHOULD NOT RELY ON THE SERVICES AND/OR APP AS A MEANS TO ALERT AUTHORITIES.**

28. General.

28.1 Assignment. You cannot assign this Agreement (or any portion thereof) without LOCKBOX's written consent and any attempted assignment without LOCKBOX's written consent is null and void. LOCKBOX may assign this Agreement with or without notice to You.

28.2 Relationship. Nothing contained in this Agreement will be construed to make either You or LOCKBOX partners, joint venturers, principals, agents, or employees of the other. Neither party has any right, power or authority, express or implied, to bind the other.

28.3 Questions. The Services are provided by LOCKBOX. If You have any questions, comments or complaints regarding this Agreement or the Services, feel free to contact us at any time by emailing us at info@lockbox.com, or as provided below:

Phone: 1-864-268-7784

Mail: LOCKBOX Subscriber Services
419 The Parkway, # 181
Greer, SC 29650

28.4 Notices. Unless otherwise stated in this Agreement, all notices, requests, consents, approvals, and other communications required or permitted by You under this Agreement must be in writing and shall be deemed given when delivered in hand or five business days after being mailed using a reliable national mail service, registered or certified mail, postage prepaid, and addressed to the LOCKBOX at the address given at the lockbox.com website. LOCKBOX may change its address for notification purposes on giving notice to You. We may issue notices via various channels, including by posting messages on the Website or sending You e-mail, or using suitable systems available your Mobile Device. You consent to receive such notices and agree that any such notices that LOCKBOX sends to You shall be legally effective when sent. You agree that any notices sent by us by e-mail or physical mail satisfy any requirement that the notices be provided in writing. You may change your e-mail address for notification purposes at any time by contacting us at the phone number or email address provided under the "Questions" section at the end of these User Terms.

28.5 Severability. If any term or provision of this Agreement, or of any document incorporated herein by reference, is held by a court of competent jurisdiction to be contrary to law, then that term shall be severed from this Agreement, and the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the extent permitted by law and unless prohibited by law. If Section 24.9 is held to be invalid or unenforceable, then for any Claims the parties consent to personal jurisdiction and exclusive venue in the state and federal courts of the District of South Carolina.

28.6 Waiver. No term or condition of this Agreement is waived and no breach is excused unless that waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.

28.7 References; Headings; Examples. In this Agreement, the article and section headings are for convenience of reference only and will not be considered in the interpretation of this Agreement. Examples given in this Agreement, which may be preceded by "including," "for example," "such as," or similar language, are solely intended to be illustrative and are not limitative.

28.8 Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of South Carolina, except in relation to any conflict of law provisions which would require application of another choice of law.

28.9 DISPUTES; BINDING INDIVIDUAL ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER.

(A) Our customer service department is available to address any concerns You may have regarding the Services. You may email us at info@locationlockbox.com, or send us regular mail at the address listed at the end of this Agreement. Most matters are quickly resolved in this manner to our customer's satisfaction.

(B) ANY MATTER WE ARE UNABLE TO RESOLVE AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ITS FORMATION, ENFORCEABILITY, PERFORMANCE, OR BREACH (EACH, A "**CLAIM**"), WITH THE EXCEPTION OF THE MATTERS DESCRIBED IN SECTION 28.9(E) BELOW, SHALL BE FINALLY SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "**AAA**") IN ACCORDANCE WITH THE PROVISIONS OF ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CUSTOMER-RELATED DISPUTES, EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL CLAIMS. THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

(C) ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THE PRECEDING SENTENCE IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A

CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH IN THIS SECTION 28.9 SHALL BE NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE CLAIMS.

(D) THE RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT WWW.ADR.ORG OR BY CALLING THE AAA AT +1-800-778-7879. TO THE EXTENT THE INITIAL FILING FEE FOR THE ARBITRATION EXCEEDS THE INITIAL FILING FEE FOR A LAWSUIT, WE WILL PAY THE DIFFERENCE IN FEES.

(E) SECTIONS 28.9(B) THROUGH 28.9(D) DO NOT APPLY TO ANY CLAIM (I) IN WHICH A PARTY IS ATTEMPTING TO PROTECT ITS INTELLECTUAL PROPERTY RIGHTS (SUCH AS ITS PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR MORAL RIGHTS, BUT NOT INCLUDING ITS PRIVACY OR PUBLICITY RIGHTS), OR (II) THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT.

28.10 Limitations on Claims. To the extent permitted by law and unless prohibited by law, You agree that You must file any arbitration request, claim, or cause of action arising out of or related to access to and/or use of the Services or otherwise relating to this Agreement within one (1) year after the events giving rise to such request, claim, or cause of action, or You shall be forever barred from filing such request, claim or cause of action. This Agreement shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

28.11 Language. The parties hereto confirm that it is their wish that this Agreement, and all documents relating hereto, including all notices, have been and shall be drawn up in the English language only.

28.12 Entire Agreement. This Agreement, including the additional terms and policies that are referenced in this Agreement, are the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relative to such subject matter. You cannot change this Agreement unless LOCKBOX agrees in writing to the change. Unless otherwise provided in this Agreement, for any conflict between these User Terms and other terms, policies or other materials that are referenced herein, these User Terms will govern.

Appendix to User Terms and Conditions Standard End User License

This Standard End User License (“License”) applies to each App that You access or use in your Mobile Device. Capitalized terms, if not defined in this License, are defined in the User Terms. If an App is provided by LOCKBOX, then references to “Provider” in this license means LOCKBOX. If the App is provided by a third party as identified to You when You access the App, then references to “Provider” in this License means the third party identified to You at the time of download. The Provider may present additional terms to You when You access or use an App. In that case, those additional terms apply in addition to the terms of this License, and this License will govern to the extent there are any conflicts. If You do not agree to this License, You must uninstall and not use the Apps.

THIS LICENSE INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THIS LICENSE TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THE DISPUTE RESOLUTION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.

THIS LICENSE ALSO INCLUDES A JURY WAIVER.

MORE INFORMATION ABOUT THE ARBITRATION AND CLASS ACTION WAIVER CAN BE FOUND IN SECTION 19 (DISPUTES; BINDING INDIVIDUAL ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER) BELOW.

1. **License.** Provider is the owner or licensor of all right, title and interest in and to the App including, without limitation, any content, graphics, audiovisual files, processes, and code, along with all intellectual property rights in the App. Subject to your compliance with this License, Provider grants You a limited, personal, noncommercial, non-transferable, non-sublicensable, revocable, non-exclusive license to install and use the App solely in object code form for its intended purpose as describe in this License and within the App on your Mobile Device during the Term (as defined in Section 6 below) of the License. You agree to abide by this License in your installation and use of the App. The App is licensed to You but not sold to You.

2. **Provider Updates, Modifications and Deletions.** From time to time, Provider or LOCKBOX may remotely update, upgrade, modify, or delete the App for certain reasons, including, without limitation, to enhance App or system functionality or stability or to address potential safety or security concerns. You agree that Provider or LOCKBOX may at any time automatically update, upgrade, modify, delete, or stop supporting the App, or cause the App to be removed automatically from your Mobile Device during synchronization with your account. If the App is updated, upgraded or modified, whether to enhance or correct features or functionality, then this License shall apply to the updates, upgrades and modifications in addition to any other terms that are presented to You in connection with the update, upgrade or modification. Neither the Provider nor LOCKBOX has any obligation to provide any customer support for the App or for the use of the application services.

3. **Effect of Apps on Mobile Devices.** You understand that the download, operation and/or use of App(s) may: (i) have an unintended or adverse effect on the Mobile Device, any system or software operating in or with the Mobile Device, and/or one or more other Apps, (ii) result in a modification or change to the Mobile Device, any system or software operating in or with the Mobile Device, one or more other Apps, and/or the functionality of any one or more of the foregoing; and/or (iii) render all or a portion of the Mobile Device, any system or software operating in or with the Mobile Device, and/or one or more other Apps inaccessible or unusable. You understand and agree that the download, operation and use of Apps is at your own risk and is your own responsibility, and that Provider has no obligation to provide customer support for the App or with regard to any effect it may have on the Mobile Device, any system or software operating in or with the Mobile Device, and/or one or more other Apps.

4. **No reverse engineering; re-distribution or security circumvention.** You agree not to reverse engineer, disassemble, use in a compilation, decompile, repurpose, distribute, resell or modify the App. You may only copy the App for purposes of transferring the App to your Mobile Device and operating the App on your Mobile Device. You may not re-distribute the App to other people that do not use your Mobile Device. You agree to abide by and will not circumvent any security means or access control technology included in or with the App.

5. **Open Source.** If the App includes any Open Source Software, then your rights and responsibilities with respect to the Open Source Software shall be governed according to the terms of the applicable Open Source License. “Open Source Software” means software made available to others under the terms of an Open Source License; “Open Source License” means a software license that includes, but is not limited to, terms that: (a) permit distribution or redistribution of the software, including free of charge and for sale, by others without royalty or fee and allows for such distribution/redistribution to include source code and compiled code; (b) permits modifications, compilations, and derived works be created from the software and be distributed under the same terms as the original software; or (c) attach to the software and

applies to all persons, entities, groups, organizations and institutions (the "Recipients") to whom the software is distributed and/or who redistribute the software without the need for the Recipients to execute or otherwise acquire an additional license.

6. **Term.** This License shall continue until terminated by You or Provider or You cease use of the App (the "Term"). You may terminate this License at any time by uninstalling the App. This License shall terminate automatically at any time upon breach by You of any of the terms of this License and in such event You will cease all use of the App.

7. **Service terms and Web Site Terms apply.** If You use the App to access or use any service, then You agree to abide by the applicable terms of the service and warrant that You will do so. If You use the App to access or use any web site, then You agree to abide by the applicable terms of the web site and warrant that You shall do so.

8. **Data Collection; Use and Back-up.** To the extent LOCKBOX is the Provider, LOCKBOX may collect and store information about You through your use of the Mobile Device and the App. Any information collected by LOCKBOX is subject to and governed by the Privacy Statement included and posted with the App. When You use an App provided by a Provider other than LOCKBOX, the Provider may also collect, use, and share information (including sharing with us) about You as described in that Provider's privacy policy. We recommend that You carefully review that Provider's privacy policy before accessing or using that App. You have sole responsibility for backing up or archiving any data You use with the App to the extent You have the right to do so. Provider does not have any responsibility for maintaining, archiving, or providing any data You use with the App and shall have no liability for any loss of access to or use of such data.

9. **Content provided by Provider.** The App may make available to You content that is the property of Provider or of others that give Provider permission to provide it to You. This content is provided only for use through the App on the Mobile Device and no right is provided to You to, and You agree not to, copy, distribute, modify, perform, broadcast, display, transmit, reuse, re-post, use or claim any right in the content provided by Provider. You also agree that You will not use content provided by the Provider or through the App to violate any law or harass any person, group or business. If the App links You to any third party website or service, no right is provided to You to, and You agree not to, copy, distribute, modify, perform, broadcast, display, transmit, reuse, repost, use or claim any right in the content provided by the third party website or service unless You have legal permission from the third party. You also agree that You will not use content from the third party website or service to violate any law or harass any person, group, or business.

10. **Your Transmissions and Use.** You agree not to use the App to transmit or send any information or data that You do not have the right to transmit or send. You also agree that You will not use the App to transmit or send any information or data for any unlawful purpose or to harass any person, group, or business.

11. **DATA DISCLAIMER.** The App may use various types of data to perform functions for You. YOU ACKNOWLEDGE THAT THE DATA PROVIDED MAY NOT BE ACCURATE AND YOU USE THE DATA AT YOUR OWN SOLE RISK. DATA THAT MAY NOT BE RELIED ON INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING: POSITION (I.E., LOCATION) DATA OBTAINED FROM YOUR MOBILE DEVICE OR OTHERWISE; AND DATA OBTAINED FROM A WEBSITE OR THIRD PARTY SERVICE PROVIDER.

12. **Content provided by third party sites.** You understand that in using the App, You may encounter material that You may find offensive, vulgar, or obscene. You also understand that if You use the App to access services or websites, You may not be able to control search results that may return links or "hits" that You may find offensive, vulgar, or obscene. You use the App at your own risk and neither Provider nor LOCKBOX shall have any liability for content that You or others may find offensive or otherwise objectionable. LOCKBOX is not responsible for examining or evaluating the content or accuracy, does not warrant or endorse and will have no liability for any third party materials, services, or websites.

13. **Obey all laws related to operation of your Mobile Device.** You agree and warrant that You will obey all laws and regulations governing the operation of your Mobile Device and You will not use the App in any manner that violates such laws or regulations.

14. **No guarantee of operation of features / networks.** For services provided through networks, You are responsible for obtaining a contract with a service provider for network connectivity at your own sole cost. For services provided through networks, Provider cannot promise that your communications will not be intercepted by others and cannot promise that connections to websites and services through networks will be available to You, uninterrupted, or error free. You agree that both Provider and LOCKBOX will not be liable for any damages for any loss of privacy occurring in communication over such networks or for any loss of connectivity or loss, error, or failure of other functionality provided through networks.

15. **Legally Binding.** You accept this License and agree that you are legally bound by its terms. If you do not agree to these terms, do not download, install, or use the App, and if the App is already installed, delete it from your Mobile Device.

16. **NO WARRANTY.** PROVIDER MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS IN RESPECT OF THE PRODUCT OR ANY SERVICE OR INFORMATION THAT PROVIDER OR THE PRODUCT MAKES AVAILABLE TO YOU. THE PRODUCT, ANY

SERVICE AND ANY INFORMATION THAT PROVIDER OR THE PRODUCT MAKES AVAILABLE TO YOU ARE PROVIDED "AS IS" AND "AS AVAILABLE" INCLUDING WITH ALL FAULTS AND ERRORS AS MAY OCCUR THEREIN. PROVIDER, ON BEHALF OF ITSELF AND ALL PERSONS AND PARTIES ACTING BY, THROUGH OR FOR PROVIDER, AND FOR THE BENEFIT OF LOCKBOX, EXPLICITLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR COLLATERAL, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PRODUCT OR ANY SERVICES PROVIDED THROUGH THE PRODUCT, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

PROVIDER DOES NOT WARRANT THAT THE PRODUCT WILL CONTINUE TO OPERATE OR REMAIN AVAILABLE FOR ANY PERIOD OF TIME AND DOES NOT WARRANT THAT FUTURE OPERATION WILL BE COMPATIBLE WITH CURRENT OPERATION OR APPLICATIONS. PROVIDER DOES NOT WARRANT THAT USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED.

PROVIDER DOES NOT PROVIDE ANY GUARANTEE, CONDITION, OR WARRANTY THAT THE PRODUCT WILL OPERATE PROPERLY ON YOUR MOBILE DEVICE, AND YOU AND ONLY YOU WILL BE RESPONSIBLE FOR ALL REPAIRS TO YOUR EQUIPMENT AND ANY OTHER LOSSES ACTUALLY OR ALLEGEDLY CAUSED BY THE PRODUCT.

PROVIDER DOES NOT PROVIDE ANY GUARANTEE, CONDITION, OR WARRANTY OF THE ACCURACY OF ANY DATA MADE AVAILABLE TO THE PRODUCT OR YOU THROUGH THE PRODUCT, WHETHER THE DATA IS LOCATION DATA OR ANY OTHER DATA AVAILABLE TO OR THROUGH THE PRODUCT.

IF THE PROVIDER IS A THIRD PARTY, THEN YOU UNDERSTAND THAT THE PRODUCT IS PROVIDED BY THE THIRD PARTY PROVIDER AND THAT LOCKBOX DOES NOT PROVIDE ANY WARRANTY WHATSOEVER (WHETHER MENTIONED IN THIS SECTION OR OTHERWISE) RELATED TO THE PRODUCT OR ANY SERVICE OR INFORMATION PROVIDED BY OR THROUGH SUCH THIRD PARTY PROVIDER PRODUCT.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE, IN WHICH CASE LOCKBOX'S WARRANTIES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

17. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW AND UNLESS PROHIBITED BY LAW, PROVIDER AND LOCKBOX AND THEIR RESPECTIVE AFFILIATES AND THE EMPLOYEES, OFFICERS, DIRECTORS, AND AGENTS THEREOF ("PROVIDER PARTIES") SHALL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THIS LICENSE, THE PRODUCT, OR ANY SERVICES OR INFORMATION THE PRODUCT ACCESSES OR PROVIDES FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS, OR SAVINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCT. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF PROVIDER, LOCKBOX OR ANY PROVIDER PARTY KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES AND WHETHER ARISING BASED ON NEGLIGENCE, TORT, OR BREACH OF CONTRACT. TO THE EXTENT THAT ANY COURT FINDS PROVIDER, LOCKBOX, OR ANY PROVIDER PARTY LIABLE FOR ANY CLAIM IN CONNECTION WITH THIS LICENSE, THE PRODUCT OR ANY SERVICES OR INFORMATION THE PRODUCT ACCESSES OR PROVIDES, AND TO THE EXTENT ALLOWED BY LAW, YOU AGREE THAT PROVIDER, LOCKBOX, AND THE PROVIDER PARTIES SHALL COLLECTIVELY ONLY BE LIABLE FOR DIRECT DAMAGES AND THE MAXIMUM DAMAGES FOR ALL SUCH CLAIMS IN THE AGGREGATE SHALL BE NO GREATER THAN \$100.00.

FURTHER, THIRD PARTY PROVIDERS ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF LOCKBOX. TO THE EXTENT PERMITTED BY LAW, LOCKBOX DOES NOT ASSUME LIABILITY FOR ANY INJURY, DAMAGE, DEATH, LOSS, ACCIDENT, OR DELAY DUE TO AN ACT OR OMISSION OF A THIRD PARTY PROVIDER.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, LOCKBOX SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY PROVIDER'S BREACH OF ANY WARRANTY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR ACCURACY, NOR SHALL LOCKBOX BE RESPONSIBLE FOR ANY OTHER BREACH OR WRONGDOING OF A THIRD PARTY PROVIDER (INCLUDING ANY LIABILITY IN TORT), AS TO ANY PRODUCTS AND/OR SERVICES OR INFORMATION AVAILABLE THROUGH THE APPLICATION SERVICES. LOCKBOX SHALL NOT BE RESPONSIBLE FOR ANY THIRD PARTY PROVIDER'S FAILURE TO COMPLY WITH THIS AGREEMENT NOR FOR ANY THIRD PARTY PROVIDER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, PROVINCIAL, AND LOCAL LAW.

18. Indemnification. You will indemnify and hold Provider harmless from any and all liabilities, damages, costs, and expense (including legal fees) that it incurs as a result of any third party claim to the extent arising from your breach of this License or any other negligent or intentional misconduct.

19. Disputes; Binding Individual Arbitration; Class Action and Jury Trial Waiver.

(a) We are available to address any concerns You may have regarding the Apps or the application services. You may email us at info@locationlockbox.com or contact us by regular mail at the addresses listed at the end of this Agreement. Most matters are quickly resolved in this manner to our customer's satisfaction.

(B) ANY MATTER WE ARE UNABLE TO RESOLVE AND ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ITS FORMATION, ENFORCEABILITY, PERFORMANCE, OR BREACH (EACH, A "LICENSE CLAIM"), WITH THE EXCEPTION OF THE MATTERS DESCRIBED IN SECTION 19(E) BELOW, SHALL BE FINALLY SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH THE PROVISIONS OF ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CUSTOMER-RELATED DISPUTES, EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL LICENSE CLAIMS. THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES EXPRESSLY WAIVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

(C) ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THE PRECEDING SENTENCE IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH IN THIS SECTION 19 SHALL BE NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE LICENSE CLAIMS.

(D) THE RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT WWW.ADR.ORG OR BY CALLING THE AAA AT +1-800-778-7879. TO THE EXTENT THE INITIAL FILING FEE FOR THE ARBITRATION EXCEEDS THE INITIAL FILING FEE FOR A LAWSUIT, WE WILL PAY THE DIFFERENCE IN FEES.

(E) SECTIONS 19(B) THROUGH 19(D) DO NOT APPLY TO ANY LICENSE CLAIM (I) IN WHICH A PARTY IS ATTEMPTING TO PROTECT ITS INTELLECTUAL PROPERTY RIGHTS (SUCH AS ITS PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET, OR MORAL RIGHTS, BUT NOT INCLUDING ITS PRIVACY OR PUBLICITY RIGHTS), OR (II) THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT.

20. **Applicable law and time limit for filing.** To the extent permitted by law and unless prohibited by law, this Agreement shall be interpreted in accordance with and governed by the laws of the State of South Carolina, except in relation to any conflict of law provisions thereof which would require application of another choice of law. If You are a public educational institution in the United States within state that requires applicability of one or more laws of your state, then those laws of your state shall apply. To the extent permitted by law and unless prohibited by law, You agree that You must file any arbitration request, claim, or cause of action arising out of or related to the App or this License within one (1) year after the events giving rise to the arbitration request, claim, or cause of action, or You shall be forever barred from filing such request, claim, or cause of action. This Agreement shall not be subject to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

21. **Export compliance.** You will comply worldwide with all laws and regulations applicable to the App. You may not use, export, re-export, import, sell, or transfer the App except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, the App may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the App, You represent and warrant that You are not located in any such country or on any such list. You also agree that You will not use the App for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missiles, or chemical or biological weapons.

22. **Federal Acquisitions.** If You are acting on behalf of the U.S. federal government or under any activity directed or controlled by the federal government, then the App shall be considered commercial computer software under 48 C.F.R. Chapter 2.

23. **Notices.** Provider may provide You with notices regarding the App, including changes to this License, by email to your mail address associated with your LOCKBOX account if available, by regular mail, or by postings presented through the Apps or application services in your Mobile Device.

24. **Miscellaneous.** You may not assign this License without permission of Provider. You, Provider and LOCKBOX are independent contracting parties. If the App is provided to You by a third party Provider, You agree that LOCKBOX and its subsidiaries are third party beneficiaries of the License and thus LOCKBOX or its subsidiaries can enforce this License against You even if it is not the Provider of the App provided that if the doctrine of third-party beneficiaries is found to not apply for any reason, the parties acknowledge and agree that while LOCKBOX is not a party to this License and has no obligations under this License, the Provider is a trustee of LOCKBOX for the limited purpose of holding in trust for LOCKBOX the covenants in favor of LOCKBOX. Accordingly, the parties agree that LOCKBOX may enforce such rights and agreements in its own right (without being required to add the Provider as a party to any proceedings for such enforcement). If any term of this Agreement is invalid or unenforceable, then it shall be severed from this Agreement and the remainder of the agreement shall

remain in full force and effect. If Section 19 is held to be invalid or unenforceable, then for any License Claims the parties consent to personal jurisdiction and exclusive venue in the state and federal courts of the District of South Carolina. No condition of this License shall be deemed waived unless waived in writing by the party claimed to have waived. This License is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings or agreements between the parties relative to such subject matter. You cannot change this License unless Provider agrees in writing to the change. Provider may modify this License by providing notice to You, and if You do not agree with any modification, then You must stop using the App. Your continued use of the App will be deemed acceptance of such modifications. LOCKBOX may make changes to this License and to the User Terms from time to time. We may do this for a variety of reasons including to reflect changes in or requirements of the law, new features, or changes in business practices. The most recent version of this License and User Terms will be posted on the on locationlockbox.com website, and You should regularly check for the most recent version. The most recent version of this License and to the User Terms are the versions that apply. If the changes include material changes that affect your rights or obligations, we will notify You in advance of the changes by reasonable means, which could include notification through the App or via email (if you have provided LOCKBOX with your email address). If You continue to use the App after the changes become effective, then you agree to the revised License and/or User Terms.