

END-USER LICENSE AGREEMENT GOVERNING THE USE OF THE ONLINE FILE STORAGE SYSTEM

This End-User License Agreement (the “**EULA**”) governs your access to and use of the Online File Storage System (“**OFS**”), sometimes referred to as My Virtual StrongBox (“**MVSB**”), websites and services (the “**Service**”). This EULA is between Virtual StrongBox, Incorporated and/or your Service Provider (“**Licensor**”, “**we**”, “**us**”, “**our**”) and each Customer using the OFS Service (“**Licensee**”, “**Customer**”, “**you**”, “**your**”, “**yours**”), together with any person you permit to use or access the Service. This EULA covers your and our rights and responsibilities concerning the Service offered to you by the Licensor. Licensor and Licensee shall sometimes also be referred to individually as a “**Party**” and collectively as the “**Parties**.” The OFS Service permits you to use space provided by the Licensor to electronically store important business and personal digital documents much as you would use a Safe Deposit Box.

BY COMPLETING THE REGISTRATION AND USING THE SERVICE, YOU REPRESENT AND WARRANT THAT YOU: (1) ARE 18 YEARS OF AGE OR OLDER; (2) YOU HAVE THE AUTHORITY TO, OR ARE AUTHORIZED TO BIND CUSTOMER TO THE EULA; AND (3) AGREE TO BE BOUND BY THE EULA AND ANY AMENDMENTS TO THE EULA. THE EULA OF THIS SERVICE ARE IN ADDITION TO THE TERMS OF YOUR ACCOUNTS WITH LICENSOR INCLUDING THE ACCOUNT AGREEMENTS AND DISCLOSURES, SCHEDULE OF FEES, AND ANY CHANGE IN TERM NOTICES. IN THE EVENT OF A CONFLICT, THIS EULA CONTROLS THE TERMS OF USE OF THE SERVICE.

If the Customer is a corporation, partnership or unincorporated association (“**Business**”) then all provisions hereof shall be applicable to such Business except provisions limited by the context to individuals. If you are using the Service on behalf of a Business, you are agreeing to the EULA for that Business and attesting that you have the authority to bind that Business to the EULA. In that case, “**Licensee**” “**Customer**” “**you**” “**your**” and “**yours**” will refer to that Business. Access to and control of said Service by a Business shall be limited to the resolutions and/or authorizations of such Business. If this Service is entered into by a Business the OFS Service shall be held in the name of the Business for exclusive purpose of safeguarding digital assets and property of the Business. Only digital assets and property of the Business should be placed in OFS.

If the Customer herein is a revocable formal trust or irrevocable formal trust (“**Trust**”) then all provisions hereof shall be applicable to such Trust except provisions limited by the context to Individuals. Access to and control of said OFS by a Trust shall be limited to the Trustees. If this Service is entered into by a Trust the OFS Service shall be held in the name of the Trust for the sole and exclusive purpose of safeguarding digital assets and property of the Trust. Only digital assets and property of the Trust should be placed in the OFS.

Terms of Service

The EULA governs Licensor’s rights and Customer’s responsibilities with respect to the OFS you have been given or rented from us. You may use the Service only in compliance with the EULA. Virtual StrongBox is constantly innovating the Service in order to provide its customers with the best possible experience. The Service may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Service at any time without prior notice to you. We may also stop or suspend the Service if your use is deemed inappropriate according to the terms in the EULA.

Your Information and Privacy

By using the Service you place your information, files, and data (“**Information**”) in your OFS. You retain full ownership to your Information and we do not claim any ownership to any Information in the OFS. The EULA does not grant us any rights to your Information except for the limited rights that are needed to provide the Service, i.e. providing the methodology for placing the Information in your OFS without examining the Information. We reserve the right to restrict certain file types and sizes that may impact the performance or security of the system. We may need your permission to do certain things you ask us to do with your Information, for example, hosting your Information, sharing Information at your direction and allowing us to redundantly backup Information to keep your Information safe. You give us the permissions we need to do those things solely to provide the Service. This permission also extends to trusted third parties we work with to provide the Service and provide our storage space. Aside from the rare exceptions we identify in our Privacy Policy, we won’t share your Information with others, including law enforcement, for any purpose without your consent unless we are required to provide the Information by applicable law.

You are solely responsible for your conduct, the content of your files and folders, and your communications with others while using the Service. It’s your responsibility to ensure that you have the rights or permission needed to comply with the EULA. You agree that you will not use the Service for any illegal purpose.

You acknowledge that Licensor has no obligation to monitor any Information in the Service. We are not responsible for the accuracy, completeness, appropriateness, or legality of Information, Customer posts, or any other content you may be able to access using the Service.

Relationship of the Parties

Except as otherwise expressly provided herein, the relationship of Licensor and the Customer using the Service shall be that of Lessor and Lessee, and the rights and liabilities of Licensor shall be governed accordingly. The Customer shall be deemed to be in possession of the OFS Information. Licensor shall not be liable if the Information belonging to two or more persons having joint access to OFS is misappropriated by one or more of those having such access. **SHARING YOUR LOGIN INFORMATION AND PASSWORD WITH OTHERS CONSTITUTES A JOINT RENTAL** (Joint Renters) where each Customer shall have access, and there shall be no liability on the part of Licensor for misappropriation of the Information thereof by any person/entity to whom or which you have provided your login and password. If you believe your login or password have been discovered, lost, stolen or compromised NOTIFY US IMMEDIATELY. In all cases of Joint Renters, each has such interest in the Information held in or accessible by said OFS as to entitle the Joint Renter to the possession thereof. No unauthorized access shall be inferable from proof of loss or damage to any contents of the OFS. Customer shall have sole access to the OFS and exclusive knowledge and control of stored properties. Customer in the event of loss or damage and subsequent suit against Licensor, in addition to other requirements imposed by law, has the burden to prove the nature and value of stored properties, the cause of any loss or damage, and the failure of performance of Licensor's obligations under the EULA.

Agreeing to Electronic Communications

On occasion we may provide you documents in an electronic format rather than in paper form. The Electronic Signature Act ("E-Sign Act") applies to all electronic communication between you and us. By completing the registration and using the service you are agreeing to accept those documents in electronic format rather than in paper form.

Access to OFS

Access to the OFS will require Customer authentication – using your login and password or access directly from an online system that has previously authenticated the Customer. Every person you authorize to view your account by providing your login and password may have access to the Service. Access may be refused if: (1) Licensor reasonably believes that OFS access jeopardizes security; (2) Licensor has been provided information that there are conflicting claims to the OFS Information; (3) Licensor is required by law to deny access (e.g. court order) to the OFS by any Customer(s); (4) rental payment has not been paid within 30 days of its due date at which time, Licensor will be entitled to exercise the rights provided by the EULA and by law, which may include disposal of your OFS contents; or (5) if your use of the Service is deemed inappropriate according to the terms in the EULA.

Rental Payment (If applicable)

Customer agrees to pay, annually and in advance, the OFS rental fee in effect at the time pursuant to the Fee Schedule and fees shall continue to accrue and be payable up to the time that the OFS is closed. If Customer fails to pay any rent or other charges when due, or fails or refuses to surrender the OFS on termination of the Service, Licensor may: (1) deduct rent and other charges from any account(s) the Customer(s) have with Licensor as permitted by law (not including Individual Retirement Accounts) and/or (2) on sixty (60) days emailed notice to each Customer (at the last email address you provided to Licensor), forcibly delete your files in the OFS.

Sharing Your Information

The Service provides features that allow you to share your Information with others or to make it public. Please consider carefully what Information you choose to share or make public. Licensor has no responsibility for your decisions. Information in the Service may be protected by the intellectual property rights of others. Do not copy, upload, download, or share files unless you have the right to do so. You, the Customer, not the Licensor, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Service. Licensor reserves the right to restrict the storage of certain Information that may impact the intellectual property rights of others.

Customer Responsibilities

You understand and agree you may not use OFS for the deposit of any illegal or stolen documents, pornographic materials, spyware or any other malicious software to the Service. If Licensor has reason to believe that the Customer has deposited or permitted to be deposited within OFS any of the aforesaid items, or other similar items reasonably prohibited, Licensor shall immediately terminate Customer's rights thereto, and Licensor shall have the right, without prior notice to the Customer, to remove the contents.

You, and not Licensor, are responsible for maintaining the Information in the OFS, ensuring there are additional copies of the Information elsewhere and protecting all of your Information. Licensor will not be liable for any loss or corruption of your Information, or for any costs or expenses associated with backing up or restoring any of your Information.

If your contact information or other information related to your account changes, you must notify us promptly and keep your information current. The Service is not intended for use by you if you are under 18 years of age. By agreeing to the EULA, you are representing to us that you are over 18.

Limitation of Liability

LICENSOR, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OF LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, ORDINARY NEGLIGENCE DAMAGES ON ITS PART IN PERFORMANCE OF THE OFS SERVICE AND SHALL NOT BE RESPONSIBLE FOR LOSS OF, OR DAMAGE TO SAID CONTENTS, OR ANY PART THEREOF, CAUSED BY BURGLARY, THEFT, EMBEZZLEMENT OR ANY OTHER CAUSE WHATSOEVER, THE RISK OF SUCH LOSS OR DAMAGE BEING EXPRESSLY ASSUMED BY CUSTOMER. IN NO EVENT WILL LICENSOR BE RESPONSIBLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS). IN THE EVENT OF ANY LOSS OF DATA THE AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE WILL NOT BE MORE THAN THE AMOUNTS PAID BY YOU TO LICENSOR FOR THE PAST THREE MONTHS OF THE SERVICE IN QUESTION.

CUSTOMER ACKNOWLEDGES THAT LICENSOR, NOR ANY THIRD PARTY THAT PROVIDES THE OFS TO YOU, INSURES THE CONTENTS OF THE OFS.

Account Security

Licensor encrypts your Information while in the Service using industry best practices and AES 256 bit encryption. All transmission of Information to and from the Service must be over a secure encrypted communication connection. Upon OFS registration, your account will be issued a unique electronic key that will allow your Information to be opened. The unique electronic key given to you is protected by your login and password. You are responsible for safeguarding the login information and password that you use to access the Service, and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You should immediately notify Licensor of any unauthorized use of your account via the contact information on our website.

Compliance with Laws

Customer and all Users agree to comply with all applicable local, state, national and foreign laws, rules and regulations in connection with their access and/or use of the Services under the EULA. Customer shall comply with all legal duties applicable to Customer as an Information controller by virtue of Customer submitting Information to or storing Information within the Service. Specifically, Customer shall provide the relevant persons and/or participants with all information or notices Customer is required by applicable privacy and Information protection law to provide and, if necessary, obtain the consent of or provide choices to such persons and/or participants as required by such laws.

Service Updates

Licensor hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the Service. Your license to use the Service is automatically revoked if you violate the EULA in a manner that encroaches on our intellectual property rights. You must not reverse engineer or decompile the Service, nor attempt to do so, nor assist anyone else to do so. Licensor may update the Service automatically when a new version is available. Continued use of the Service after each update indicates your acceptance of any new or cancelled features and changes to the EULA.

Property Rights

The EULA does not grant you any right, title, or interest in the Service except as expressly stated in the EULA. The software and other technology we use to provide the Service are protected by copyright, trademark, and other laws of both the United States and foreign countries. We hereby reserve all rights not expressly granted in the EULA. The EULA does not grant you any rights to use the MVS or OFS trademarks, logos, domain names, or other brand features.

Acceptable Use Policy

You will not, and will not attempt to, misuse the Service, and will use the Service only in a manner consistent with the Licensor EULA.

Copyrights

Licensor will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported to Licensor via the contact information on the Virtual StrongBox website. We reserve the

right to delete or disable content alleged to be infringing and to terminate repeat infringers.

Export Restrictions

Virtual StrongBox controls and operates the Service from its location in the United States using servers in the U.S. and other countries. As a U.S. company, Virtual StrongBox and its Services are subject to the U.S. economic sanctions and export control laws and regulations. Virtual StrongBox makes no representation that the Service is appropriate or available for use in other locations. By using the Service outside of the U.S., you agree that you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of the U.S. and other countries. You further agree that no information or Information acquired through the use of the Service, is or will be acquired for, shipped, transferred, exported or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons or missile projects, unless specifically authorized by the U.S. Government for such purposes. You further acknowledge that Information may be stored on or routed through servers located outside the United States. You shall comply strictly with all U.S. export control and economic sanctions laws and regulations (including, without limitation, the U.S. International Traffic in Arms Regulations, the U.S. Export Administration Regulations and regulations administered by the Department of the Treasury's Office of Foreign Assets Control) applicable to transfers of such Information, and assume sole responsibility for obtaining licenses to export or re-export as may be required. Virtual StrongBox shall have no liability for your failure to comply with such laws, regulations, licenses or other authorizations in relation to the Service and/or the Information. Notwithstanding any other provision in the EULA, Virtual StrongBox shall have the right to terminate this EULA immediately upon the determination by Virtual StrongBox that Customer is not in compliance with US export laws or violates any government privacy and/or Information protection laws.

European Users

Users in the European Union understand and consent to the processing of personal information in the United States.

Third-Party Information

The Service may contain links to third-party websites or resources. Licensor does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

Termination/Suspension of Service

We reserve the right to suspend or terminate your use and access to the Service at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with the EULA, or use the Service in any way that would cause us legal liability or disrupt others' use of the Service. If we suspend or terminate your use of the Service, we will inform you of our actions to the extent required by applicable law. However, in some cases (for example but not limited to, repeatedly or flagrantly violating the EULA, breach of security, a court order, or danger to other users) we may, in our sole discretion, suspend your access immediately without notice.

Indemnification

You agree to indemnify, defend and hold harmless, Virtual StrongBox, its parents, its affiliates and their respective officers, directors, employees, attorneys, representatives, licensors, third party providers and agents, from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with your use of the Service (including any Information) or breach of the EULA.

Warranty and Representations

THE SERVICE IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. VIRTUAL STRONGBOX DOES NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR INFORMATION, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (III) ERRORS OR DEFECTS WILL BE CORRECTED. ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY VIRTUAL STRONGBOX. LICENSOR will have no responsibility for any harm to your computer system, loss or corruption of Information, or other harm that results from your

access to or use of the Service.

Modifications

Licensor may revise the EULA from time to time and the most current version will be posted in the online help feature of the OFS. If a revision, in our sole discretion, is material we will notify you via email to the email address associated with your account. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised EULA. If you do not agree to the new terms, simply stop using the Service.

Governing Law and Choice of Forum and Jurisdiction

Notwithstanding the place where this EULA may be entered into, the Licensee (User) expressly agrees that this EULA and any services provided pursuant hereto, shall be governed by and construed and enforced in accordance with the laws of the State of Delaware as now adopted or as may hereafter be adopted or amended, including any laws and statutes governing fiduciaries' or non-account holders' access to digital data, digital assets, digital accounts and/or digital information. The parties hereto hereby irrevocably submit to the jurisdiction and venue of any state or federal court in the State of Delaware in any action or proceeding arising out of, or relating to this EULA.

Privacy Policy and Access to Digital Accounts and Digital Assets Policy.

Virtual StrongBox's Privacy Policy and Access to Digital Accounts and Digital Assets Policy are hereby incorporated by reference into this EULA and the Licensee hereby acknowledges that Licensee has read Virtual StrongBox's Privacy Policy and Access to Digital Accounts and Digital Assets Policy and hereby agrees to be bound thereby. Virtual StrongBox's Privacy Policy and Access to Digital Accounts and Digital Assets Policy are set forth and can be accessed on the Company website at www.myvirtualstrongbox.com

Miscellaneous Legal Terms

The EULA of this Service bind the heirs, legal representatives, and successors of Customer and, unless expressly otherwise provided, shall apply to and govern all renewals or extensions of this Service. This Service shall be subject to such rules and regulations and such changes, including increase in the Annual Rate as may be adopted by Licensor from time to time. Amendments to the EULA and current fees will be provided as required by federal law.

The EULA constitutes the entire and exclusive agreement between you and Licensor with respect to the Service, and supersedes and replaces any other agreements, terms and conditions applicable to the Service. The EULA creates no third party beneficiary rights. Licensor's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the EULA will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in the EULA, and any such attempt is void, but Licensor may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Service.

Neither party will be responsible for any delay, interruption or other failure to perform under this EULA due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers and other third parties; explosions and fires; embargoes, strikes and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a party.

Virtual StrongBox may provide Customer with notice via e-mail, text message and/or postings on the Virtual StrongBox website.

The failure of a party or Virtual StrongBox in any one or more instance(s) to insist upon strict performance of any of the EULA will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

If any provision of the EULA is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this EULA, and the other provisions shall remain in full force and effect. In this case, the parties agree to comply with the remaining terms of this EULA in a manner consistent with the original intent of the EULA.

By clicking "ACCEPT" I consent to receive the EULA and any updates in electronic format and agree to the EULA of the Service and to any amendment the Licensor makes from time to time which are incorporated herein.