



## **Privacy and Terms**

### **INTRODUCTION**

In this Service Agreement (“Agreement”), “you” and “your” refer to each customer (“Customer”) and its agents, including each person listed in your account information as being associated with your account, and “we”, “us” and “our” refer collectively to Paperless Solutions (Paperless Solutions) and its wholly-owned subsidiaries. This Agreement explains our obligations to you, and your obligations to us in relation to the Paperless Solutions service(s) you purchase. By purchasing Paperless Solutions service(s) you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Paperless Solutions service(s) or to modify or cancel your Paperless Solutions service(s) (even if we were not notified of such authorization), this Agreement covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you is your agent with full authority to act on your behalf with respect to such services in accordance with the permissions granted, and that the Primary Contact and Account Administrative Contact for your account shall have the authority, without limitation, to terminate or modify such services or your account information, or purchase additional services. Except as otherwise expressly set forth in this Agreement, you agree that if you list, directly or by default, Paperless Solutions as a contact for your account and/or any of the services in your account, we have the right, without notice, to remove our name and/or information from any such account or service and to replace the same with the name and/or information provided by you for any other contact associated with that account or service.

### **AGREEMENT TO BE BOUND**

By subscribing to a Paperless Solutions service(s), or by using the service(s) provided by Paperless Solutions under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and documents incorporated by reference. Furthermore, you agree and warrant that: (i.) neither your registration nor use of any of the Paperless Solutions services nor the manner in which you intend to use such Paperless Solutions services will directly or indirectly infringe the legal rights of a third party, (ii.) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iii.) you agree to comply with all applicable laws and regulations.

### **NON-DISCLOSURE & CONFIDENTIALITY CLAUSE**

This Agreement serves as a Confidentiality and Non-Disclosure Statement between you and Paperless Solutions. All Paperless Solutions employees and/or contractors are required to sign a contract binding them to (1.) use client information solely for the purposes of evaluating or performing the business relationship with the client regarding the subject matter; (2.) not make any copies of the client's information without the party's prior written approval; (3.) take suitable precautions and measures to maintain the proprietary nature of all information provided by the client; (4.) not to disclose or furnish client information to any person or entity except for employees of Paperless Solutions who have a need to know the information to perform the service for the client and an obligation to maintain the confidentiality of the information; and (5.) return client information upon request.

## **FEES, PAYMENT AND TERM OF SERVICE**

As consideration for the services you purchased, you agree to pay Paperless Solutions the applicable service(s) fees set forth on our Web site at the time of your selection, or, if applicable, upon receipt of your invoice from Paperless Solutions. All fees are due immediately and are non-refundable, except as otherwise expressly stated in a written statement.

## **FILE ARCHIVING**

We take every means possible to secure and safeguard data, yet in the unfortunate even that data or information is lost or compromised, due to elements beyond our control or dissolution of Paperless Solutions, we assume no liability. It is your responsibility to back-up your data using the provided media and to then store them in a safe and secure location. Paperless Solutions makes no guarantee of any service.

## **FILE RETENTION**

Paperless Solutions will retain hard-copy and electronic versions of all scanned files for thirty (30) days after your digital files are received. After this time, Paperless Solutions will securely and appropriately destroy all electronic versions and hard-copy original files. If any defect or inaccuracy in product or media occurs it is necessary to report it within 30 days of receipt of your digital files. After that 30-day period when files are destroyed, Paperless Solutions has no means of making any corrects and thus assumes no liability. It is your responsibility to retain and backup all of your data.

## **FILE DISCLAIMER**

Every effort possible is made to assure your files are protected while in our possession. All employees and contractors are trained in the proper handling and safe keeping of your documents. In the unlikely event your file should become lost, stolen or destroyed, however, we assume no liability to you or any third parties. Furthermore, Paperless Solutions takes no responsibility for files lost while in transit or mailed. It is your responsibility to keep copies of all information submitted to Paperless Solutions.

## **LOCATOR ONLINE FILES**

If your files are stored on Locator Online, we will host your files online for as long as you continue to use our services for every transaction you close and your account is kept up to date. If your account is not paid in full, we will shut down your file access. If you stop using our services, we will continue to host your files online for a monthly fee of \$19.95. If you do not wish to pay the hosting fee your access will be shut down. If you need access to your files and you have discontinued using our services we will allow you a one-time grace period of 7 days to access your files for download. After that period, your account will be shut down permanently. Based on the number of transactions and the number of accounts under your service you will also have the option of having Paperless Solutions copy your files to CD or DVD for a fee.

## **DIGITAL FILE DISCLAIMER**

Paperless Solutions provides CD-ROMS or other optical media or other electronic media containing all scanned and converted documents. While our storage methods are approved by the *Department of Real Estate* and the *Department of Corporations* Paperless Solutions does not warrant that you will be able to use or rely on the CD-ROMS or other optical media or other electronic media to bring, settle or defend any particular legal or governmental action or dispute.

## **ACCOUNT ACCESS**

To access or use the Paperless Solutions services or to modify your account, you may be required to establish an account and obtain a login name, password and/or passphrase. You authorize us to process any and all account transactions initiated through the use of your password and/or passphrase. You are solely responsible for maintaining the confidentiality of your password and passphrase. You must immediately notify us of any unauthorized use of your password or passphrase, and you are responsible for any unauthorized activities, charges and/or liabilities made through your password or passphrase. In no event will we be liable for the unauthorized use or misuse of your login name, password or passphrase.

## **ACCURATE INFORMATION**

You agree to: (1.) provide certain true, current, complete and accurate information about you as required by the profile and application process; and (2.) maintain and update according to our modification procedures the information you provided to us when purchasing our services as needed to keep it current, complete and accurate. We rely on this information to send you important information and notices regarding your account and our services. You agree that Paperless Solutions (itself or through its third-party service providers) is authorized, but not obligated, to use and rely upon any such changed address information for all purposes in connection with your account (including the sending of invoices and other important account information) as though such changes had been made directly by you.

## **AGENTS**

You agree that, if your agent, (e.g., your Primary Contact or Account Administrative Contact, employee) purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein. Your continued use of our services ratifies any unauthorized

actions of your agent. By using your login name and/or password, or otherwise purporting to act on your behalf, your agent certifies that he or she is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement, that he or she has apprised you of the terms and conditions of this Agreement, and that he or she is otherwise authorized to act on your behalf. In addition, you are responsible for any errors made by your agent.

## **TERMINATION**

A. We may terminate this Agreement or any part of the Paperless Solutions services at any time in the event you breach any obligation hereunder, if we determine in our sole discretion that you have violated the Paperless Solutions Terms of Use, which is located on our Web site and is incorporated herein and made part of this Agreement by reference, or upon thirty (30) days prior written notice if we terminate or significantly alter a product or service offering.

B. Paperless Solutions does not guarantee the longevity of any service. Paperless Solutions may discontinue any of their services at any time for any reason. Users are required to keep copies of their own data and not rely on Paperless Solutions to maintain, store, protect, or otherwise preserve information of any kind. Paperless Solutions will not be liable for any indirect, incidental, special or consequential damages relating to discontinuation of service.

C. Effect of Termination. Paperless Solutions will cease charging you for any monthly service fees as of the expiration of the monthly billing cycle in which the termination is effective. Unless otherwise specified in writing by Paperless Solutions, you will not receive any refund for payments already made by you as of the date of termination, and, you may incur additional fees (in the case of a monthly or annual subscription being paid over time). If termination of this Agreement is due to your default hereunder, you shall bear all costs of such termination, including any reasonable costs Paperless Solutions incurs in closing your account. You agree to pay any and all costs incurred by Paperless Solutions in enforcing your compliance with this section. You agree that upon termination or discontinuance for any reason, we may delete all information related to you. Please see written contract for more information regarding your specific details of your project.

## **REFUNDS**

All Fees received by Paperless Solutions are non-refundable at any time for any reason.

## **RIGHT OF REFUSAL**

We, in our sole discretion, reserve the right to refuse any Paperless Solutions service, or to delete your chosen login name and password. You agree that we shall not be liable to you for loss or damages that may result from our refusal to grant you access to our services.

## **SEVERABILITY**

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

## **PROMOTIONAL AGREEMENT**

You give express permission for Paperless Solutions to use your company name, your likeness, contact information, quotes/testimonials in promotional materials for distribution in any media, moving or still or other to potential and/or existing customers. Users of the Services give express permission to use the likeness of said user and name, contact information, quotes/testimonials in promotional materials

## **ASSIGNMENT AND RESALE**

Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option. You agree not to resell any of the Services without Paperless Solutions' prior express written consent.

## **COVENANT NOT TO COMPETE**

You agree that for three years after entering into this Agreement, you will not, for yourself or on behalf of any other person, company or entity, sell or provide a similar service and/or software to third parties in the United States, without the expressed written consent of Paperless Solutions. You will also not adapt and use for personal benefit, or the benefit of others, the technology, concepts, or processes described and used by Paperless Solutions or their services. You also agree that you will not knowingly employ any employee of Paperless Solutions, or solicit or encourage any employee of Paperless Solutions to leave his/her employment.

## **INTELLECTUAL PROPERTY**

I agree that Paperless Solutions and the Services and all the software and information they now contain, or may contain in the future, including but not limited to reports, directories, glossaries, trademarks, tradenames, service marks, logos, computer code, software, copyrighted, trademarked, and/or patented material (Collectively "content"), is the property of Paperless Solutions and is protected from unauthorized copying and dissemination by U.S. copyright law, patent law, trademark law, international conventions, and other intellectual property law. Certain of the trademarks and logos displayed on Paperless Solutions or within the Services may be owned by third parties. Nothing contained on Paperless Solutions shall be construed as granting, by implication, estoppel or otherwise, a license or right to use the Services or any content displayed on Paperless Solutions, Inc., without the prior written permission of Paperless Solutions or such third party that may own trademark or copyrighted material displayed on

Paperless Solutions. Information may be obtained from Paperless Solutions solely as expressly authorized. Any other copying, redistribution, retransmission, or publication of the information contained in Paperless Solutions or the Services is strictly prohibited without the express written consent of Paperless Solutions.

## **MODIFICATIONS TO AGREEMENT**

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may: (1.) revise the terms and conditions of this Agreement; and/or (2.) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) on Paperless Solutions Web sites, or upon notification to you by e-mail or United States mail. You agree to periodically review our Web sites, including the current version of this Agreement available on our Web sites, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise, but you will not incur any additional fees. By continuing to use Paperless Solutions services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i.) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii.) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Paperless Solutions is authorized to alter or amend the terms and conditions of this Agreement.

## **DISCLAIMER OF WARRANTIES**

You agree that your use of our service(s) or our licensors services is solely at your own risk. You agree that all of such services are provided on an “as is,” and “as available” basis, except as otherwise noted in this Agreement. We and our licensors expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Paperless Solutions nor our licensors make any warranty that service(s) licensed hereunder will meet your requirements, or that the service(s) will be uninterrupted, timely, secure, or error free; Nor do we or our licensors make any warranty as to the results that may be obtained from the use of the services(s) or as to the accuracy or reliability of any information obtained through our service(s). You understand and agree that any material and/or data downloaded or otherwise obtained through the use of our services is done at your own risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through any of our services or any transaction entered into through such services. We are not responsible for and shall have no liability with respect to any products and/or services purchased by you from a third party. No advice or information, whether oral or written, obtained by you from us or through our services shall create any warranty not expressly made herein, you may not rely on any such information as legal advice. To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you.

## **LIMITATION OF LIABILITY**

Paperless Solutions and its licensors and contractors disclaim any and all loss or liability resulting from, but not limited to: (1.) loss or liability resulting from access delays or access interruptions; (2.) loss or liability resulting from data non-delivery or incorrect data delivery; (3.) loss or liability resulting from unavailability of services due to power failures, software bugs, viruses, internet problems, maintenance or malfunction of computer equipment or media, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or for any causes beyond its control.; (4.) loss or liability resulting from the unauthorized use or misuse of your account number, password or security authentication option; (5.) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6.) loss or liability relating to the deletion of or failure to store e-mail messages; (7.) loss or liability resulting from the interruption of Paperless Solutions web site and/or services; (8.) loss or liability from your inability to use our online services, web site manager service or any component of the subscription service (9.) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your account or your agent's failure to pay any fees. (10.) loss or liability due to the dissolution or sale of Paperless Solutions or (11.) loss or liability relating to limitations, incompatibilities, defects, or other problems not under Paperless Solutions' sole control.

## **EXCLUSIVE REMEDY**

You agree that our entire liability and your exclusive remedy, in law, in equity, or otherwise, with respect to any Paperless Solutions service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s) during the terms of this Agreement. In no event shall Paperless Solutions, its licensors and contractors (including third parties providing services as part of the subscription service for Paperless Solutions) be liable for any indirect, incidental, special or consequential damages even if Paperless Solutions has been advised of the possibility of such damages. To the extent that a state does not permit the exclusion or limitation of liability as set forth herein Paperless Solutions' liability is limited to the extent permitted by law in such states.

## **WE ARE CONCERNED ABOUT PRIVACY**

Paperless Solutions deeply cares about, respects, and protects the privacy of its visitors. For your convenience, we have detailed the guidelines we use regarding information provided by our visitors.

## **INFORMATION COLLECTION AND USE**

There are two types of information that Paperless Solutions may collect when you visit our websites. The first, called personally identifiable information, is data that you knowingly provide us. The second, called non-personally identifiable or aggregate information, is obtained from your visit but is not directly associated with you.

## **PERSONALLY, IDENTIFIABLE INFORMATION**

Paperless Solutions requests personally identifiable information from users upon registration. We do not sell, distribute, or disclose any member information. This data is used to manage accounts, authenticate users, respond to inquiries, and send notifications regarding Paperless Solutions services – such information is strictly used for internal business operations and is not shared with any other party except as required by law. Paperless Solutions reserves the right to disclose personally identifiable information when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, legal process, or court order served on our website.

## **NON-PERSONALLY IDENTIFIABLE INFORMATION**

Paperless Solutions also logs non-personally identifiable information, or aggregate data, such as internet protocol (IP) address and browser type, from all users and visitors to this website. This data is used to administer the website, track usage, and enhance Paperless Solutions services. User IP addresses are recorded for security, monitoring, and tracking purposes to prevent attacks on the system and malicious site usage.

## **UPDATING OR REMOVING PERSONAL INFORMATION**

Members may modify or remove any of their personal information at any time by logging into their account and editing their profile. Additionally, members may contact us by phone or postal mail to have their personal information changed.

## **WEBSITE SECURITY**

The security of your personal information is important to us. When you enter or retrieve sensitive information from our server we encrypt that information using secure socket layer technology (SSL).

Paperless Solutions follows generally accepted industry standards to protect submitted personal information, both during transmission and once received. No method of transmission over the Internet or electronic storage, however, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security. If you have any questions about security on our website, please contact us.

## **USE OF COOKIES**

A cookie is a small text file that is stored on a user's or member's computer. We utilize both session ID and persistent cookies. Our session ID cookies are used to enhance navigation convenience and expire when you close your browser. Our persistent cookies are used solely for identification and security purposes; they remain on your hard drive for a period of time and are self-maintained and cleaned. These cookies store data that is linked to personally identifiable information that members submit. Users may remove cookies by following directions provided



in their Internet browser's "help" file – however, members will need to enable cookies to properly access our web services.

## **LINKS TO OTHER SITES**

This website may contain links to other sites that are not owned or controlled by Paperless Solutions. Please be aware that we are not responsible for the privacy practices of such sites. This privacy statement is only applicable to information collected by our websites.

## **BUSINESS TRANSITIONS**

In the event that Paperless Solutions goes through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of its assets, your personally identifiable information will likely be among the assets transferred. In such an event, we will post a notification on our website to inform users for at least a 30-day period of time.

## **CHANGES TO THE PRIVACY STATEMENT**

Paperless Solutions reserves the right to modify this privacy statement at any time. If changes are made to this policy we will post them on our website so that users are always aware of the information we collect, how we use it, and when we may disclose it. Users are thus bound by any minor changes to this statement once revised. In the event that material alterations are made to this statement, however, we will post a notification on our website to inform users for 30 days.

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## **LINKS**

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## **MODIFICATIONS**

Paperless Solutions may make changes to this website, information contained therein, software, documents, publications, prices, technical specifications, service offerings and any other information and materials within this website at any time and without prior notice.

## **PROHIBITED**

You shall not use the Paperless Solutions website for any purpose that is unlawful or prohibited by these terms and conditions. You shall not undertake any initiative that shall damage, disable, overburden or impair any Paperless Solutions server, or the network(s) connected to any Paperless Solutions server, or otherwise interfere with any other party's use and enjoyment of this website. You shall not attempt to gain unauthorized access to services, materials, other accounts, computer systems or networks connected to any Paperless Solutions server or to the website, through hacking, password mining or any other means.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold Paperless Solutions and all of its agents, directors, employees, information providers, licensors and licensees, officers, and parent (collectively, "Indemnified Parties"), harmless from and against any and all liability and costs (including, without limitation, attorneys' fees and costs), incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use or the foregoing representations, warranties, and covenants. You will cooperate as fully as reasonably required in Paperless Solutions' defense of any claim. Paperless Solutions reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Paperless Solutions.

## **LIMITATION OF LIABILITY**

Paperless Solutions' site is provided on an "as-is" basis without representations or warranties of any kind, either express or implied, whatsoever, including without limitation, warranties for the (A.) accuracy, merchantability, fitness for a particular purpose, or non-infringement of any content published on or available through this Site (B) that the server that makes this Site available is free of viruses or other components that may infect, harm, or cause damage to your computer equipment or any other property when you access, browse, download from, or otherwise use this Site.

Under no circumstances, including but not limited to Paperless Solutions' negligence, shall Paperless Solutions be liable for any direct, indirect, incidental, consequential, punitive, or special damages related to (A.) the use of (B.) the inability to use or (C.) errors or omissions in the contents and functions of this site, even if Paperless Solutions or an authorized representative thereof has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of consequential damages or incidental damages, so the above limitation or exclusion may not apply to you. In no event shall Paperless Solutions' liability to you for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) exceed \$100.00.