

Document Management SaaS Product - Terms and Conditions

These Terms and Conditions ("Agreement") govern the use of the Document Management Software as a Service ("SaaS") product ("Product") provided by FileOnion Inc., a Delaware corporation ("Company"). By accessing or using the Product, you ("User" or "You") agree to be bound by these terms without modification. If user does not agree with these terms, do not use the Product.

1. Definitions

- "Content" refers to any data, files, documents, text, images, or other materials uploaded, stored, or processed using the Product.
- "User Data" refers to any data or information provided by the User to the Product.
- "Subscription Period" refers to the duration for which the User has subscribed to the Product.

2. License and Access

Subject to the terms of this Agreement, the Company grants the User a non-exclusive, non-transferable, non-sublicensable license to access and use the Product during the Subscription Period solely for the User's internal business purposes. User will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

3. User Responsibilities

- The User is responsible for maintaining the confidentiality of their account information, including their username and password.
- The User agrees to use the Product in compliance with all applicable laws and regulations and not to engage in any unlawful, unethical, or prohibited activities.
- The User is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Content and User Data.

- User shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

4. Intellectual Property

The User acknowledges and agrees that the Company retains all rights, title, and interest in and to the Product, including all intellectual property rights. The User shall not modify, reproduce, distribute, or create derivative works based on the Product without the Company's express written consent.

5. Privacy Policy

Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning User Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.] No rights or licenses are granted except as expressly set forth herein.

We may collect and process the following types of personal information:

5.1. User Account Information: When you create an account, we may collect your name, email address, and any other information you provide during the registration process.

5.2. Usage Data: We collect data about how you interact with the Service. This includes information such as IP addresses, device information, operating system, browser type, and usage patterns.

5.3. Uploaded Documents: The Service allows you to upload and store documents. These documents may contain personal information. We do not access or review the content of your documents except as necessary to provide User support or as required by law.

5.4. Communication Data: We may collect data from your communications with us, including emails and messages sent through the Service's chat or support features.

How We Use Your Information

5.5. Providing the Service: We use the collected information to provide, maintain, and improve the Service, including User support, troubleshooting, and technical enhancements.

5.6. Communication: We may use your contact information to send you administrative, technical, and promotional messages related to the Service.

5.7. Analytics and Improvements: We may analyze usage patterns to improve the functionality, performance, and security of the Service.

5.8. Legal Compliance: We may use your information as required by applicable laws, regulations, or legal processes.

Sharing Your Information

We will not sell, rent, or share your personal information with third parties except in the following situations:

- **5.9. Service Providers:** We may engage third-party service providers to assist in the operation of the Service, such as hosting providers and payment processors. These providers have access to your information solely for the purpose of providing services to us and are bound by confidentiality obligations.
- **5.10. Legal Obligations:** We may disclose your information as required by law or when we believe that disclosure is necessary to protect our rights, comply with legal processes, or ensure the safety of our users.
- **5.11. Business Transfers:** In the event of a merger, acquisition, or sale of assets, your information may be transferred as part of the transaction. We will notify you of such a change and any choices you may have regarding your information.

5.12 Data Security

We take reasonable measures to safeguard your information against unauthorized access, disclosure, alteration, or destruction. However, no method of transmission or storage is 100% secure. You are responsible for

maintaining the security of your account information, including your login credentials.

5.13 Your Choices

You can manage your personal information by accessing your account settings. You can also opt-out of promotional communications by following the unsubscribe instructions in our emails.

5.14 Children's Privacy

The Service is not intended for use by individuals under the age of 16. We do not knowingly collect or store information from children under 16 years of age.

5.15 Changes to the Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or legal requirements. We will notify you of any significant changes and provide you with the opportunity to review the updated policy.

6. Fees and Payment

The User agrees to pay the fees associated with their chosen subscription plan as outlined on the Company's website. Payment shall be made in the currency specified and within the terms established by the Company. Failure to pay fees may result in suspension or termination of access to the Product.

If User's use of the Services exceeds the Service Capacity as agreed upon per their subscription plan or otherwise requires the payment of additional fees (per the terms of this Agreement), User shall be billed for such usage and User agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or the current renewal term, upon thirty (30) days prior notice to User (which may be sent by email). If User believes that Company has billed User incorrectly, User must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's User support department.

Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company

thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. User shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

7. Termination

The Company reserves the right to suspend or terminate the User's access to the Product (in addition to any other remedies it may have) at any time, for violations of this Agreement, non-payment 30-days past the due date, or any other reason deemed appropriate by the Company upon thirty (30) days notice (or without notice in the case of nonpayment).

User may cancel their Subscription and/or close their account at any time through the Fileonion Inc. site. When a user initiates a cancellation, they will be charged for the existing 30-day billing cycle. This means that the user will have access to company's services for the remainder of the current billing cycle, and the cancellation will take effect at the end of that period.

Users are encouraged to review their subscription and account status before initiating a cancellation to ensure they are aware of any upcoming charges or changes to their access.

User will pay in full for the Services up to and including the last day on which the Services are provided. [Upon any termination, Company will make all User Data available to User for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored User Data.] Once user's subscription is terminated or cancelled, Company is not responsible for any losses users may experience because of the termination of services or for removing user data from Company's servers. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. Limitation of Liability

The Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use of the Product. The maximum liability of the Company shall be limited to the fees paid by the User for the Subscription Period.

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY USER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification

The User agrees to indemnify, defend, and hold the Company harmless from and against any claims, liabilities, damages, losses, and expenses (including attorney's fees) arising out of or in connection with the User's use of the Product or breach of this Agreement.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Delaware. Any disputes arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the Federal Arbitration Act, and the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

11. Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both the user and Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

12. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by User except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and User does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery.

service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

12. Amendments

The Company reserves the right to modify this Agreement at any time. The User will be notified of any material changes, and continued use of the Product after such changes shall constitute acceptance of the modified terms.

By accessing or using the Product, the User acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions. If you have any questions about these terms, please contact us at support@fileonion.com.

Last updated: 02/02/2024