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DocRaptor reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: https://docraptor.com/tos.

Violation of any of the terms below will result in the termination of your Account.

A. Account Terms

- 1. Subject to the terms and conditions of this Agreement, DocRaptor grants you a non-exclusive right to access and use the Service during the applicable subscription term.
- 2. You must be 16 years or older to use this Service.
- 3. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
- 4. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- 5. You are responsible for maintaining the security of your account, passwords, and links to any documents hosted by DocRaptor as a part of any document hosting services offered by DocRaptor. DocRaptor cannot prevent access to persons who obtain your account information, passwords, or links to hosted documents, and will not be liable for any loss or damage arising therefrom, and you agree to indemnify and hold DocRaptor harmless from the same.
- 6. You are responsible for all activity that occurs under your account.
- 7. One person or legal entity may not maintain more than one free account.
- 8. In the event you use any document hosting functionality offered as a part of the Service, DocRaptor will have no liability
- 9. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).
- 10. Only the specific individuals for whom you have paid the required fees, if any, may use the Service.
- 11. You agree to use the Service at your own risk.

B. Your Content

1. <u>Your Content is Yours</u>: You are solely responsible for the data, fonts, images, code, text or other information inputted by you into the Service (the "Content") and the product thereof. DocRaptor claims no ownership in your Content. You are strictly prohibited from uploading, designating, sharing, or distributing any Content that infringes on the copyrights or

other intellectual property rights of any third party. By using DocRaptor, you agree that you will not upload any Content you do not have the legal right to distribute.

- 2. Representation and Warranty of Ownership or Rights to Use. YOU REPRESENT AND WARRANT THAT (I) YOU OWN OR HAVE OBTAINED ALL NECESSARY PERMISSIONS, RIGHTS, AND RELEASES TO SUBMIT ALL CONTENT TO THE SERVICE, AND (II) YOUR CONTENT AND ITS USE IN THE SERVICE WILL NOT VIOLATE (A) ANY LAWS OR REGULATIONS, OR (B) ANY THIRD-PARTY INTELLECTUAL PROPERTY, PRIVACY, PUBLICITY OR OTHER RIGHTS. DOCRAPTOR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR YOUR CONTENT, AND YOU ARE SOLELY RESPONSIBLE FOR YOUR CONTENT AND THE RESULTS OF SUBMITTING AND USING IT WITH THE SERVICE.
- 3. Your Indemnity of DocRapor. You shall defend DocRaptor against any claim, demand, suit or proceeding made or brought against DocRaptor by a third party alleging that your Content, or your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify DocRaptor for any damages finally awarded against, and for reasonable attorney's fees incurred by, DocRaptor in connection with any such claim, demand, suit or proceeding.

C. DMCA Takedown Notices

 <u>DMCA</u>: DocRaptor is an Online Service Provider pursuant to 17 U.S.C. Section 512, commonly known as the Digital Millennium Copyright Act ("DMCA"). The DMCA provides in pertinent part that you can request an Online Service Provider to disable access to infringing material. If you believe that your copyrighted work has been uploaded to our platform without your permission, you may submit a DMCA takedown notice to our designated agent. DocRaptor's takedown policy can be found at: https://DocRaptor.com/DMCA

D. API Terms

Customers may access their DocRaptor account data via an API (Application Program Interface). Any use of the API, including use of the API through a third-party product that accesses DocRaptor, is bound by these Terms of Service plus the following specific terms:

- You expressly understand and agree that DocRaptor shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if DocRaptor has been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
- 2. Abuse or excessively frequent requests to DocRaptor via the API may result in the temporary or permanent suspension of your account's access to the API. DocRaptor, in its sole discretion, will determine abuse or excessive usage of the API.

E. Payment, Refunds, Upgrading and Downgrading Terms

- 1. All paid plans must enter a valid credit card. Free accounts are not required to provide a credit card number.
- 2. An upgrade from the free plan to any paying plan will result in you being billed.
- 3. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat

everyone equally, no exceptions will be made.

- 4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
- 5. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle.
- 6. Downgrading your Service may cause the loss of Content, features, or capacity of your Account. DocRaptor shall have no liability for such loss.

F. Cancellation and Termination

- You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not
 considered cancellation. You can cancel your account at any time by clicking on the Account link in the global navigation
 bar at the top of the screen. The Account screen provides a simple no questions asked cancellation link.
- 2. Upon cancellation of the Service, you will be billed for any overages and all other unpaid amounts then due.
- 3. DocRaptor, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other DocRaptor service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account. DocRaptor reserves the right to refuse access to the Service to anyone for any reason at any time.

G. Modifications to the Service and Prices

- 1. DocRaptor reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
- 2. Any free use of the Service is intended to be temporary in nature, and DocRaptor may, at its sole discretion, limit your access to any free portions of the Service at any time and for any reason.
- 3. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from DocRaptor. Such notice may be provided at any time by posting the changes to the DocRaptor Site (https://docraptor.com/ or the Service itself.)
- 4. DocRaptor shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

H. DocRaptor Copyright and Content Ownership

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I. Use of Identity for Marketing Purposes

You hereby grant to DocRaptor permission to identify you as a customer, to use your identity inconnection with proposals to prospective customers, to hyperlink to your website's home page, to display your logo on our websites, and to otherwise refer to you in print or electronic formfor marketing or reference purposes.

J. General Conditions

- 1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
- 2. Technical support is only provided to paying account holders. Support is only available in English.
- 3. You understand that DocRaptor uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- 4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, DocRaptor, or any other DocRaptor service.
- 5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by DocRaptor.
- 6. We may, but have no obligation to, remove Accounts posting Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
- 7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any DocRaptor customer, employee, member, or officer will result in immediate account termination.
- 8. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 9. You must not upload, post, or transmit unsolicited email, SMSs, or "spam" messages.
- 10. You must not transmit any worms or viruses or any code of a destructive nature.
- 11. If your bandwidth usage significantly exceeds the average bandwidth usage (as determined solely by DocRaptor) of other DocRaptor customers, we reserve the right to immediately disable or throttle your account until you can reduce your bandwidth consumption.
- 12. DocRaptor does not warrant that (i) the Service will meet your specific requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (v) any errors in the Service will be corrected.
- 13. You expressly understand and agree that DocRaptor shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if DocRaptor has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; (v) or any other matter relating to the Service.
- 14. The failure of DocRaptor to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and DocRaptor and govern your use of the Service, superseding any prior agreements between you and DocRaptor (including, but not limited to, any

prior versions of the Terms of Service). You agree that these Terms of Service and Your use of the Service are governunder Indiana law.	ned