

Efile.com - efileCX User Agreement - October 1, 2012

THIS WEB PAGE DOCUMENT ("AGREEMENT") IS A LEGAL DOCUMENT BETWEEN YOU ("USER") AND EFILE LLC, a Virginia company owning and operating the website "courts.efile.com" ("efile.com").

THIS AGREEMENT STATES THE TERMS AND CONDITIONS UNDER WHICH YOU MAY ACCESS THE EFILE.COM WEB SITE AND REQUEST SERVICES HEREUNDER.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE EFILE.COM WEB SITE.

BY ACCESSING THE EFILE.COM WEB SITE YOU INDICATE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT ACCESS THE EFILE.COM WEB SITE.

EFILE.COM MAY REVISE THIS AGREEMENT AT ANY TIME WITHOUT NOTICE. YOU SHOULD VISIT THIS WEB PAGE PERIODICALLY TO REVIEW THE AGREEMENT. YOUR USE OF THE WEB SITE AFTER ANY REVISIONS ARE POSTED MEANS THAT YOU ACCEPT ANY SUCH REVISIONS.

WITNESSETH

WHEREAS, EFILE LLC has developed and owns that certain courts.efile.com Website (as defined hereinafter) for use and access by User through the Internet; and

WHEREAS, User desires to access the efile.com Website and use the efile.com Website in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, User and efile.com hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties are true and correct and are incorporated by this reference into the body of the terms and conditions.

Section 1.02 -- Definitions: The following definitions shall apply:

(1) Content: The term "Content" shall mean all information found on the efile.com Website, including text, site design, logos, proprietary marks, graphic files, audio clips, video clips, icons, and images, as well as the selection, assembly and arrangement thereof.

(2) efile.com Marks: The term "efile.com Marks" shall mean trademarks, trade names, service marks and trade dresses of efile.com, including efile.com.

(3) efile.com System: The term "efile.com System" shall mean computer systems and communication equipment used for hosting the efile.com Website and providing User access to the efile.com Website, including efile.com Technology used, stored or transmitted through the efile.com System.

(4) efile.com Website: The term "efile.com Website" shall mean that certain Website developed by or for efile.com based in whole or in part on the Content and the Licensed Content which is integrated with and implemented on the efile.com System and accessible by User via the Internet, including information, data, communication and text transmitted through the efile.com Website and used or stored on the efile.com System.

(5) Court Data: The term "Court Data" means any information submitted by User for the purpose of enabling the electronic filing of any User documents/instruments to any of the participating Courts "Courts".

(6) Licensed Content: The term "Licensed Content" shall mean third party information, data, communications, text, graphics, images, visuals, video, audio, computer software, coding, script and other materials incorporated in whole or part into the efile.com Website.

(7) Materials: The term "Materials" shall mean the efile.com Website and the Content.

(8) Electronic Filing Service: This Service is provided to you via the efile.com, efileCX efilng and hosting technology platform.

ARTICLE II: SERVICES AND OBLIGATIONS

Section 2.01 -- General Obligations: efile.com will enable the user to manage, index and upload the Court Data through the Website. Efile com will enable the Court Data to be efiled to the appropriate Court.

Section 2.02 -- Accuracy of Court Data: It is the User's responsibility to efile accurate Court Data. The User can view and manage the flow of the Court Data via the efile.com Website. The User is responsible for the Court Data and the efile submission and should review the data carefully before electronically filing the Court Data. Efile.com will not audit the information presented to discover inaccuracies or other irregularities. The only review and approval for recording work performed is that which is necessary for the court's acceptance and recording and this will be done by the Courts during the efile process. The Court will use its judgment in resolving questions where the document or instrument is unclear or inaccurate, or where it will not meet applicable court recording laws or regulations.

Section 2.03 -- Access: efile.com hereby grants User a non-exclusive and non-transferable license to access the efile.com Website solely for viewing and browsing the Content Website, submitting and managing Court Data and receiving electronic filing services pursuant to the terms of the applicable engagement, subject to the terms and provisions of this Agreement. Except as permitted under this Agreement, User shall not access the

efile.com System.

Section 2.04 -- Fees: The fees charged by efile.com for the electronic filing services shall be the fees published on this Website at the time User enrolls in services hereunder. The Recording and Court fees are based on the fee structure established and provided by each participating Court. The efile fee is the fee agreed upon between Efile.com and the Court.

Section 2.05 -- Court Data Storage and Additional Information: Information and Court Data provided by User is stored on secure servers. Backup systems help protect against data loss. By using the Service to manage and efile Court Data you consent to the disclosure to the participating Courts of all information pertaining to your use of this system, including your IP address and email address. In the event efile.com receives a lawful subpoena of your tax information and data, we will comply with the law and will, whenever permitted, make reasonable efforts to notify you of such subpoena. The foregoing notwithstanding, we reserve the right to disclose your information without your consent in response to a court order, subpoena, search warrant or other inquiry or request from governmental or regulatory authorities, or to protect against fraud or other criminal activities.

Section 2.06 -- Information Disclosure: efile.com collects nonpublic personal information User has provided, such as name, address, social security number and or employer identification number etc. Once User has accepted this Agreement, the Court Data and information will be used to efile and record documents with the Court. Efile.com will use the preferred methods to communicate with the user on the status of the efiled Court Data. efile.com does not sell any nonpublic personal information to third parties.

Efile Service Engagement

Section 2.09 -- I have provided true, correct and complete information regarding my account information and Court Data. I understand that it is my responsibility to provide all the information necessary to complete the efilings. I will have access online via efile.com for at least five (5) years of all the Court Data and documents, receipts and filing statuses of the documents created or uploaded for efile processing.

Section 2.10 -- I understand that the efile.com system might not accept documents if certain efile or recording requirements are not met. Once accepted the efile system I can not longer retract efiled documents. I understand that the court will verify any information or Court Data and that efile.com and the court authorities have access to all my efiled Court Data and documents. Upon recordation of the court documents the public will have access to the court documents and data.

Section 2.11 -- I understand that in performing electronic filing of court document services that efile.com and the court will communicate with me over the internet. Such communication may include information that is confidential. The court and efile.com should use best efforts to keep such communications secure in accordance with obligations under applicable laws and professional standards. I recognize and accept that the court and efile.com have no control over the unauthorized interception of these communications once they have been sent, and I consent to the use of internet based communication devices. I

understand that if my email address changes, I am obligated to update it via the email update link under My Account. If efile.com determined that the email notices are not being successfully delivered to the email address you provided to efile.com please contact efile.com support. <http://courts.efile.com/support/>

Section 2.12 -- I understand that the court and efile.com services fees will be due and payable upon recording of the court documents and data, and must be paid via credit card or electronic checks during the recording process. If for any reason payment will no process the court has the efile.com system will reject the submitted court documents for re-filing.

Section 2.13 -- I understand that if any dispute arises, both parties agree first to try and settle the dispute by mediation administered by an association such as the American Arbitration Association (AAA) under its Rules for Professional Accounting and Related Services Disputes. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of an association such as the AAA. Fees charges by any mediators, arbitrators or an association such as the AAA shall be shared equally by all parties. In agreeing to arbitration, both parties acknowledge that, in the event of a dispute, both parties agree to give up the right to have the dispute decided in a court of law before a judge or jury and, instead, are accepting the use of arbitration for resolution.

Section 2.14 -- I understand that all court documents efiled via efile.com are at my request and are covered by the terms and conditions of this user agreement and engagement letter.

ARTICLE III: INTELLECTUAL PROPERTY

Section 3.01 -- Ownership and Title: Title to the Materials (excluding Licensed Content), including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of efile.com.

Section 3.02 -- Unauthorized Use: The Material provided in this Website may be downloaded and/or reprinted for PERSONAL AND NON-COMMERCIAL USE ONLY. Permission to reprint or electronically reproduce any Material, in whole or in part, for any other reason is expressly prohibited, unless prior written consent is obtained from efile.com. Any unauthorized use of the Material appearing on this Website, including but not limited to, the publication, reproduction, display, creation of derivative works, or performance of the Material, may violate copyright, trademark or other applicable laws and could result in civil or criminal penalties. User shall not modify, reverse engineer, reproduce, display, publicly perform, distribute, or create derivative works based on the Material, including (without limitation) by framing, mirroring, or similar means, or use the Materials for public or commercial purposes. User shall not use the Materials on any other Website.

Section 3.03 -- Trademarks: efile.com shall retain all rights, title and ownership interests in the efile.com Marks. Exempting the efile.com Marks, all other product and company references are trademarks, trade names, service marks or trade dresses of their respective owners (as applicable).

Section 3.04 -- No Contest: User acknowledges that the Materials are protected under laws, including (without limitation) United States of America and international copyright laws and treaties. User shall not contest or aid in contesting the ownership or validity of the copyrights, trademarks, service marks and trade secrets (as applicable) of efile.com in connection with the Materials.

Section 3.05 -- User Submissions and Compliance with the Gramm-Leach-Bliley Act:

(a) Any Court Data submitted by a User shall be protected in accordance with applicable law such as the Gramm-Leach Bliley Act. efile.com has developed a privacy policy that can be reviewed on the efile.com Website which sets forth the privacy policy in detail.

(b) Any non-Court Data posted or submitted by User on the efile.com Website shall be deemed non-confidential unless otherwise deemed confidential by an agreement in writing and signed by authorized representatives of efile.com and User. efile.com may use any such User materials, information, ideas, concepts, or techniques submitted by User on the efile.com Website or learned by efile.com for any purpose (including, without limitation, the right to display, reproduce, modify, transmit, disclose, and distribute any such information).

ARTICLE IV: WARRANTY AND INDEMNIFICATION

Section 4.01 -- Express Warranties: User hereby acknowledges and agrees that efile.com (including officers, employees, agents, directors and independent contractors of efile.com) has not made or granted to User any express warranties concerning the efile.com Website or efile.com services except that it will prepare the applicable returns based upon the Court Data submitted.

SECTION 4.02 -- WARRANTY LIMITATION: THE efile.com WEB SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. efile.com, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY DISCLAIMS AND USER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED EXCEPT THE EXPRESS WARRANTY STATED ABOVE IN SECTION 4.01, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. efile.com DOES NOT WARRANT AND USER HEREBY WAIVES ANY WARRANTY THAT USE OF OR ACCESS TO THE efile.com WEB SITE BY USER WILL BE UNINTERRUPTED OR ERROR FREE. efile.com DOES NOT MAKE ANY WARRANTY AND USER HEREBY WAIVES ANY AND ALL WARRANTIES AS TO THE RESULTS OBTAINED FROM USE OF THE efile.com WEB SITE OR AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE efile.com WEB SITE. USER HEREBY ACKNOWLEDGES AND AGREES THAT USE OF THE INTERNET AND efile.com WEB SITE SHALL BE AT THE SOLE AND EXCLUSIVE RISK OF USER AND SUBJECT TO THE RESTRICTIONS, TERMS AND CONDITIONS, RULES, REGULATIONS, POLICIES, APPLICABLE LAWS AND CODES OF CONDUCT GOVERNING THE INTERNET AND THE efile.com WEB SITE.

Section 4.03 -- Inaccuracies: User hereby acknowledges that the efile.com Website may contain errors, inaccuracies and omissions. User shall assume any and all risk of loss, harm or damage associated with User access to and use of the efile.com Website.

SECTION 4.04 -- LIMITATION OF LIABILITY: EFILE LLC AND AFFILIATE HAVE NO RESPONSIBILITY OR LIABILITY FOR DAMAGES OR CLAIMS RELATING TO ANY USE OF THE SERVICE ON A PROFESSIONAL BASIS. EFILE LLC AND AFFILIATE NOT BE LIABLE FOR ANY LOST PROFITS OR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH (i) ANY PRODUCTS OR SERVICES PROVIDED BY efile.com OR AFFILIATE; (ii) USE, PERFORMANCE OR OPERATION OF THE efile.com WEB SITE AND THE INTERNET; AND (iii) LOSS OF DATA), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, REGARDLESS OF WHETHER efile.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE.

SECTION 4.05 -- REMEDIES: WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AGGREGATE LIABILITY OF EFILE LLC OR AFFILIATE TO USER FOR ANY CAUSE OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT AND/OR ALL SERVICES OF efile.com, SHALL NOT EXCEED THE FEE PAID FOR THE APPLICABLE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE.

Section 4.06 -- Indemnification: User shall release, defend, indemnify and hold harmless efile.com (including its officers, directors, employees, affiliates, contractors and agents) against any expense, loss, cost or liability (including, without limitation, attorney fees and paralegal fees) arising from any and all claims, demands, damages or actions resulting from or related to (i) use of the efile.com Website or the Internet by User (including, without limitation, any claims for breach of warranty, loss of data, libel, slander, invasion of privacy or false advertising); Website(ii) User submissions to the efile.com Website; (iii) User's negligence or the acts (or any failure to act) of User; and (iv) any breach by User of the obligations of User under this Agreement.

Section 4.07 -- Links: User hereby acknowledges that the efile.com website contains links to third party websites which are provided solely as a convenience to User and do not constitute an endorsement by efile.com of such websites and the third party content therein. efile.com does not monitor or review the content of such independently operated websites. The inclusion of such links is neither intended nor understood to constitute any implied or express approval of acceptance of the validity of the information contained in such independent websites and is not intended nor should it be understood by User as an endorsement or recommendation of any of the information, products, manufacturers or other parties identified in those independently operated websites. User is encouraged to thoroughly investigate and evaluate items of interest prior to entering into contractual obligations.

ARTICLE V: MISCELLANEOUS

Section 5.01 -- Entire Agreement: This Agreement contains the entire understanding of the parties relating to any services rendered by efile.com and supersedes all previous verbal and written agreements between efile.com and User.

Section 5.02 -- Amendments and Modifications: Accepting modifications made to the Privacy Statement by efile.com and modifications made to this Agreement by efile.com, any alteration, modification or amendment of this Agreement shall be void unless such alteration, modification or amendment is in writing and signed by an authorized representative of efile.com. EFILE LLC and Affiliate maintain the right to revise or discontinue any facet of the Service. This includes, but is not limited to, hours of operation, content, functionality and pricing for the Service. CCH and Affiliate reserve the right to change the terms of the Agreement, in our sole discretion. Any use of the Service by you after notification serves as acceptance of Agreement changes.

Section 5.03 -- Severability: If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect.

Section 5.04 -- Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 5.05 -- Disputes: This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to any rules of conflict or choice of laws that require the application of laws of another jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. The parties consent to a court of competent jurisdiction located in Northern Virginia as having the sole jurisdiction of any and all controversies that may arise under this Agreement. The parties consent to the foregoing and agree that this Agreement has been entered into in the Commonwealth of Virginia which constitutes sufficient minimum contacts with said jurisdiction to permit the courts of the Commonwealth of Virginia to assert jurisdiction over the parties.

Section 5.06 -- User Notice: All notices shall be in writing. Notices to User shall be deemed delivered when delivered to User electronically, by commercial overnight delivery service, by Certified or Registered Mail - Return Receipt Requested, or by hand. Notices to User shall be deemed given on the date notice is delivered electronically or by hand to User or on the date of receipt by User (as evidenced in the case of Certified or Registered Mail by Return Receipt), whichever occurs first. Notices delivered to User electronically (including, without limitation, electronic mail) shall be deemed written notices.

Section 5.07 -- efile.com Notice: All notices shall be in writing. Notices to efile.com shall be deemed delivered when delivered to efile.com electronically, by commercial overnight delivery service, Certified or Registered Mail - Return Receipt Requested, or by hand to the address set forth below for efile.com. Notices to efile.com shall be deemed given on the date notice is received by efile.com (as evidenced in the case of Certified or Registered Mail by Return Receipt). Notices delivered to efile.com electronically (including, without limitation, electronic mail) shall be deemed in compliance with this Section 5.07 only if promptly confirmed in writing by User.

Address: EFILE LLC Attn: efile.com, 4041 University Drive, S. 202 Fairfax, VA 22030

Section 5.08 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, singular or plural as the context shall require.

Section 5.09 -- Waiver: Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. All remedies under this Agreement are in addition to equitable remedies and remedies provided by law and are cumulative. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding unless such waiver is in writing and signed by the waiving party.

Section 5.10 -- Litigation Expense: In the event of litigation or arising out of this Agreement, each party shall pay its own costs and expenses of litigation.

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