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## Your Use of the Products

You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Products or any Content, or in any way reproduce or circumvent the navigational structure or presentation of any of the Products or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Products. The Company expressly prohibits any such activity.

You may not attempt to gain unauthorized access to any portion or feature of any of the Products, or any other systems or networks connected to the Products or to any Company server, or to any of the services offered on or through the Products, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of any of the Products or any network connected to the Products, nor breach the security or authentication measures of any of the Products or any network connected to the Products. You may not reverse look-up, trace or seek to trace any information on any other user of any of the Products or any other customer of the Company, including any Company account not owned by you, to its source, or exploit any of the Products or any information made available or offered by or through the Products, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Products or the Company’s systems or networks, or any systems or networks connected to the Products or to the Company. You agree to not use any device, software or routine to interfere or attempt to interfere with the proper working of the Products or any action being conducted on the Products, or with any other person’s use of the Products.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to the Company on or through any of the

Products or any service offered on or through the Products. You may not pretend that you are or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Products or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or others.

Your use of any information or materials in the Products is entirely at your own risk and we will not be liable for any loss or damage you sustain arising from your use of any of the Products.

## **Accounts, Passwords and Security**

Access to the Products will require you to establish a password. You are responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failure to keep this information secure and confidential. You agree to securely encrypt any record of this password that you maintain. You agree to notify the Company immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by the Company or any other user of the Products resulting from the use or misuse by another party of any of the Products that results from your failure to keep your account information secure and confidential.

You may not use anyone else's username, password or account at any time or for any reason. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

## **Mobile Device Security and Software Maintenance**

Installation of the Company's Products onto your portable computing device, including, but not limited to cellular phone, "tablet" or "pad" computer or "laptop" computer (collectively, "Mobile Device") will require that you protect the security of your Mobile Device with a password. You are responsible for maintaining the confidentiality of your Mobile Device password, and for any and all activity that occurs under your account as a result of your failure to keep your Mobile Device and its password secure and confidential. You are also responsible for ensuring that the operating system (OS) and the Company's Products on your devices are kept up-to-date. You must install and update applications only through official app stores (e.g., Google Play, Apple App Store) to maintain security and functionality. The Company is not responsible for any issues arising from outdated software or installations from unauthorized sources.

You agree to notify the Company immediately of any unauthorized use of your Mobile Device, or any other breach of security. You may be held liable for losses incurred by the Company or any other user of the Products resulting from the use or misuse by another party of any of the Products that results from your failure to keep your Mobile Device and its password secure and confidential.

## Text Messaging and Calls Consent

By providing your mobile phone number to the Company, you expressly consent and agree to receive text messages (SMS and MMS) from us, our agents, representatives, affiliates, or anyone calling on our behalf at the specific number provided, for service notifications, updates, promotions, and/or marketing materials. You acknowledge and agree that such messages may be sent using an automatic telephone dialing system or other technology.

You understand and acknowledge that your consent to receive text messages is not a condition for purchase or use of any goods or services offered by the Company. Message frequency varies. Standard message and data rates may apply, and you may incur charges from your wireless carrier for these messages. You are solely responsible for any costs incurred when receiving text messages.

You may revoke your consent to receive text messages at any time by replying "STOP" to any text message received or by contacting our customer support at (972) 432-7392. For help, reply "HELP" to any message received or contact customer support.

We reserve the right to modify or discontinue our text messaging services without notice. The Company will not be liable to you or any third party for any modification, suspension, or discontinuation of the text messaging services.

By agreeing to these Terms of Use, you represent that you are capable of entering into a legally binding agreement and that you are the subscriber or customary user of the mobile phone associated with the submitted mobile number. You further confirm that the Company can direct dial your number and deliver prerecorded messages or texts as described above.

## Complementary User Entity Controls

The Company's services are designed with the assumption that certain controls will be implemented by user entities. Such controls are called complementary user entity controls. It is not feasible for all of the Trust Services Criteria, Safeguards and controls objectives related to the Company's services to be solely achieved by the Company's control procedures. Accordingly, user entities, in conjunction with the services, should

establish their own internal controls or procedures to complement those of the Company's.

The following complementary user entity controls should be implemented by user entities to provide additional assurance that the Trust Services Criteria, Safeguards and controls objectives are met. As these items represent only a part of the control considerations that might be pertinent at the user entities' locations, user entities' auditors should exercise judgment in selecting and reviewing these complementary user entity controls.

*Trust Services Criteria and Safeguards, Information Security and Computer Operations – Availability*

1. User entities are responsible for understanding and complying with their contractual obligations to the Company.
2. User entities are responsible for notifying the Company of changes made to technical or administrative contact information.
3. User entities are responsible for maintaining their own system(s) of record.
4. User entities are responsible for ensuring the supervision, management, and control of the use of Company services by their personnel.
5. User entities are responsible for developing their own disaster recovery and business continuity plans that address the inability to access or utilize Company services.
6. User entities are responsible for providing the Company with a list of approvers for security and system configuration changes for data transmission.
7. User entities are responsible for immediately notifying the Company of any actual or suspected information security breaches, including compromised user accounts, including those used for integrations and secure file transfers.

*Data Communications*

1. User entities are responsible for ensuring transmission of data files is sent over a secure encrypted network channel.
2. User entities are responsible for ensuring data and information sent to the entity is sent completely and accurately.
3. User entities are responsible for ensuring the protection and safeguard of personal workstation devices used to transmit data files to the entity.

*Change Control*

1. User entities are responsible for notifying the entity in a timely manner of any requested changes to the Company application.

2. User entities are responsible for reviewing the functionality of all newly implemented application changes to ensure Company application features perform as requested.

## Privacy

Our Privacy Policy applies to use of these Products, and its terms are made a part of these Terms of Use by this reference. The Company's Privacy Policy may be accessed and reviewed on the Company Website (<http://mdcloudps.com>). Additionally, by using the Products you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send with the Products may be read or intercepted by others, even if there is a notice that a transmission is encrypted.

## Links to Websites

Our Products may contain links to independent third-party websites ("Linked Sites"). These links to Linked Sites are provided solely as a convenience to our visitors. Such Linked Sites are not under the Company's control, and we are not responsible or liable for and do not endorse the content of such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

## Changes to the Terms of Use

The Company reserves the right, at its sole discretion, to change, modify, add or remove provisions of these Terms of Use at any time. All changes are effective immediately when we post them, and apply to all access to and use of the Products thereafter. It is your responsibility to check these Terms of Use periodically for changes, as they are binding on you. Your continued use of the Products following the posting of revised Terms of Use indicates your acceptance of and agreement to be bound by such revised Terms of Use.

## Disclaimers

COMPANY DOES NOT CLAIM THAT THE PRODUCTS OR ANY CONTENT, SERVICE OR FEATURE OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED,

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We reserve the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Products, or any portion of the Products, for any reason; (2) to modify or change the Products, or any portion of the Products, and any applicable policies or terms; and (3) to interrupt the operation of the Products, or any portion of the Products, as necessary to perform routine or non-routine maintenance, correction or other changes.

## **Limitation of Liability**

We will not be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits resulting from your use of any of the Products or their Content.

## **Indemnity**

You agree to indemnify and hold the Company, its officers, directors, equity-holders, predecessors-in-interest, successors-in-interest, employees, agents, subsidiaries and

affiliates harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against the Company by you or any third party due to or arising out of or in connection with your use of the Products or their Content.

## Disclosure

We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Products, or to identify, contact or bring legal action against someone who may be causing injury to or interference with the Company's rights or property, or the rights or property of users of the Products. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure.

You acknowledge and agree that the Company may preserve any transmittal or communication by you with the Company through the Products or any service offered on or through the Products, and may disclose such data if required to do so by law or if we determine that such disclosure is reasonably necessary to (1) comply with a legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of the Company, its employees, users of the Products, and the public.

## Violation of These Terms of Use

You agree that we may, at our sole discretion and without prior notice, terminate your access to the Products and/or block your future access to the Products if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Products. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and you consent to the Company obtaining any injunctive or equitable relief that the Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the Company may have at law or in equity.

You agree that the Company may, in its sole discretion and without prior notice, terminate your access to the Products, for cause, which includes, but is not limited to, (1) termination of your affiliation with the Company (2) any violation by you of these Terms of Use, (3) requests by law enforcement or other government agencies, (4) a

request by you, (5) discontinuance or material modification of the Products or any service offered on or through the Products, or (6) unexpected technical issues or problems. You agree that the Company will not be liable to you for termination of your access to the Products for these or any other reason.

If we take legal action against you as a result of your violation of these Terms of Use, we will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company.

## **Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Products will be governed by the laws of the United States and by the substantive laws of the State of Texas, without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Dallas County, Texas, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute arising out of or in connection with your use of the Products, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

## **Void Where Prohibited**

We administer and operate the Products from our location in Dallas, Texas USA. Although the Products are accessible worldwide, not all features or services discussed, referenced, provided or offered through or in the Products are available to all persons or in all geographic locations, or appropriate or available for use outside the United States or via all web browsers within the United States of America. We reserve the right to limit, in our sole discretion, the provision and quantity of any feature or service to any person or geographic area or via any web browser. Any offer for any feature or service made on the Site is void where prohibited. If you choose to access the Products from outside the

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## Feedback

Any feedback you provide concerning these Products shall be deemed to be non-confidential. The Company shall be free to use such information on an unrestricted basis.

## Questions about the Terms of Use

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