

Family Trunk

Terms And Conditions Of Use

Family Trunk and Family Trunk.com are business names, a Utah limited liability company ("Family Trunk"). Family Trunk, through its website, Mobile App and the related application, content and features (the "Site" and the "App"), allows users to upload, tag, index, search, and access electronic data files.

By accessing and using this Site, you are agreeing to be bound by the Terms of Service. If you do not accept these Terms of Service in their entirety, you may not access or use the Site. If you agree to these terms of service on behalf of a business, you represent and warrant that you have the authority to bind that business to these Terms of Service and your agreement to these terms will be treated as the agreement of the business. In that event, "you" and "your" will refer and apply to that business.

Family Trunk reserves the right to change these Terms of Service and the services available on the Site at any time, in its sole discretion. Updates to these Terms of Service will be published on the Site and are effective immediately upon publication on the Site. You are responsible for regularly reviewing the Terms of Service. Your continued use of the Site after any such changes constitutes your consent to such changes.

Family Trunk may establish other terms for use of the Site not reflected in these Terms and Conditions, including, but not limited to, prices for use of the Site and limits on amount of disk storage space available for your files. Family Trunk reserves the right to change these terms without notice, including, without limitation, changing pricing and

storage limits. Family Trunk may also change the features and functionality of the Site at any time and for any reason without notice.

The Site is available only to individuals over eighteen years of age and business entities in good legal standing that can form legally binding contracts under applicable law and not accessing the Site for purposes of gathering information and discovering features to compete with Family Trunk. If you are an individual, you represent and warrant that you are eighteen years of age. If you are a business, you represent and warrant that you are duly licensed to do business and in good legal standing in the jurisdictions in which you do business. You also represent (regardless of whether you are an individual or business) that you are not a competitor of Family Trunk, and that you are not accessing the Site to gather information and discover features for purposes of competing with Family Trunk.

Family Trunk does not have any obligation to monitor Your Account or Your Files for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, or legality of Your Files or anything said, depicted, written or uploaded to the Site by other users of the Site. Family Trunk does not endorse Your Files or any other user content contained in the Site or any opinion, recommendation or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Family Trunk with respect thereto.

You have sole responsibility and liability for Your Files stored in Your Account. You control Your Account and Family Trunk encourages you to archive Your Files regularly and frequently. You bear full responsibility for archiving Your Files and sole liability for any lost or irrecoverable data.

Family Trunk will delete Your Files and eliminate Your Account upon termination of this Agreement. However, Family Trunk may, but is not obligated to, retain Your Files in its archives after deletion and may, without obligation and upon payment of applicable fees (including without limitation, all delinquent account fees), allow you to download Your Files from Family Trunk's archives (if not previously permanently deleted). Family Trunk will not be liable to you in any way for retaining or failing to retain Your Files after termination.

You are responsible for safeguarding the password that you use to access Your Account and Your Files. You agree not to disclose your password to any third party. You agree to take sole responsibility for any activities or actions under your password, whether or not you have authorized such activities or actions. You will immediately notify Family Trunk of any unauthorized use of your password. You acknowledge that if you wish to protect your transmission of data and/or files to Family Trunk, it is your responsibility to use a secure encrypted connection to communicate with and/or utilize the Site.

Family Trunk may allow you to share some or all of Your Files with the general public, and/or with specific individuals you select. If Family Trunk allows you to share Your Files with the general public, and you then elect to share Your Files with the general public, you hereby grant those in the general public who access Your Files a non-exclusive, non-commercial, worldwide, royalty-free, sublicensable, perpetual and irrevocable right and license to use and exploit Your Files in your public folder. In other words, a File in Your Account that you decide to share with the general public can be accessed by the general public for any purpose except commercial use. If you do not want other people to be able to use Your Files in this manner, then simply do not elect to share Your Files with the general public.

If Family Trunk allows you to share Your Files with specific individuals, and you then elect to share Your Files with specific individuals (but not the general public) then by sharing Your Files with others, you agree and acknowledge that Family Trunk has no responsibility or obligation to monitor or notify of you of any non-compliance related to the license you may have granted to those specified individuals accessing Your Files and that Family Trunk has no responsibility to enforce or police, or aid you in enforcing or policing, the terms of that license.

If you share Your Files with the general public and/or with specific individuals, you represent and warrant that you own or have the necessary licenses, rights, consents and permissions to grant the licenses that the shared portion of Your Files require.

You should be aware that files uploaded by other users of the Site may be protected by intellectual property rights which are owned by the Family Trunk user who shared his or her files. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on the content(s) (either in whole or in part) of another user's shared files unless you have been specifically told that you may do so by the rightful owner of that file, in a separate agreement.

Family Trunk owns the Site including the related code, content and features, and all content and materials on it (the "Family Trunk Proprietary Material"), except Your Files (defined above), the files of other Family Trunk users, and items licensed from Family Trunk's licensors. The Family Trunk Proprietary Materials are protected by copyright laws, trademark laws, international treaties and conventions and other intellectual property laws, and any unauthorized use thereof is prohibited.

The Family Trunk Proprietary Material may not be copied or posted on any network computer or the Internet, or broadcast in any media. Specifically, you may not copy the

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You are granted a nonexclusive, non-transferable, revocable, limited license to access and use the Site in accordance with these Terms of Service. By registering for Your Account, you represent that your registration is for your own individual, personal or business use, and not for other persons, unless otherwise specified on the registration page. As a registrant, you may not use or access another user's Family Trunk account other than your own without permission.

You agree not to do any of the following:

- Use the Site or Your Account to transfer, display or advertise any pornography, sexual content or adult materials; nude, violent or graphic images; hateful or offensive content; materials that violate privacy; computer viruses, "warez", or any other harassing, illegal, and/or harmful material. You may not, directly or indirectly, provide links to any third party sites that contain such materials.

- Use the Site or Your Account in any way that violates (i) any copyright, trade secret, trademark or other intellectual property; or (ii) any statute, law, regulation or governmental order, or treaty;
- Use the Site or Your Account in a manner that may abuse or violate the personal or property rights or privacy rights of others;
- Forge or misrepresent headers, addresses, or other identification in Site pages or e-mail, or using any other method to disguise your identity or location;
- Use the Site or Your Account in an attempt to break security of any computer network (including of the Site) or to access any account, message, or file that does not belong to you;
- Use excess system or network resources, including any scripts or programs that use excessive computer resources; or use the Site for unauthorized relays through any third party systems;
- Defame Family Trunk or its Site on the internet or elsewhere;
- Use the Site or Your Account to promote a site that competes with the Site;
- Use or refer to the Site in connection with any spamming, mail-bombing, attacks on third party sites, or other harassing of third parties;
- Use the Site or Your Account to add or attempt to add addresses to any mailing list (yours or a third party's) without the explicit, affirmative consent of the addressee(s);
- Provide any false information or data to Family Trunk, including providing fraudulent credit card or other payment information;
- Furnish data in a manner that would be deemed to be unprofessional, inappropriate or unsuitable for the Site as determined by Family Trunk.

If you violate any of the terms and conditions in these Terms of Service, or if Family Trunk receives complaints regarding your use of this Site, Family Trunk may immediately suspend or terminate your right to use the Site. If you have paid fees to Family Trunk for use of the Site, Family Trunk is not required to return or credit any fees paid, due to suspension or termination of your right to use the Site for a violation of these Terms of Service. Such amounts may be retained by Family Trunk, in its discretion, as damages to compensate it for your violation of these terms. Additionally,

Family Trunk may seek damages, an injunction or other equitable relief for any violation of these Terms of Service.

Family Trunk may investigate complaints or reported violations of these Terms of Service and may take any action we deem appropriate to respond thereto, including without limitation reporting suspected unlawful activity to law enforcement officials, governmental agencies, or other third parties. Family Trunk may, upon request or order, disclose any necessary or appropriate information to such persons, such as user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information.

If you decide to access or use any third party sites that may be linked to the Family Trunk Site, you do this entirely at your own risk. The linked sites are not under the control of Family Trunk and we are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. If we provide links, then we are providing them for you only as a convenience, and the inclusion of any link does not imply endorsement by Family Trunk of the site.

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WILL BE UNINTERRUPTED OR ERROR-FREE; (C) THAT ANY DEFECTS CAN OR WILL BE CORRECTED; OR (D) THAT THIS APPLICATION OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL CODE OR MATERIALS.

UNDER NO CIRCUMSTANCES SHALL Family Trunk BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, THAT RESULT FROM THE USE OF OR THE INABILITY TO USE THE SITE OR YOUR FILES CONTAINED ON THE SITE, EVEN IF Family Trunk HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Family Trunk' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF \$100.00.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS Family Trunk, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM (I) YOUR USE OF THE SITE OR YOUR DISCLOSURE OR PUBLICATION OF YOUR FILES THROUGH THE SITE; (II) YOUR VIOLATION OF THESE TERMS OF SERVICE, (III) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; OR (IV) ANY CLAIM THAT YOUR PARTICIPANT CONTENT (OR YOUR DISCLOSURE OR PUBLICATION OF ANOTHER'S PARTICIPANT CONTENT) CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF USE AND YOUR USE OF THE SITE.

If Family Trunk now or in the future charges fees for use of the Site, you agree to pay all fees, charges, and any applicable taxes associated with your use of the Site, in

accordance with the then current and published rates, payment terms and policies as specified by Family Trunk and the payment plan chosen by you.

Your subscription or registration to use the Site, if any, shall remain in force until it is terminated by either you or Family Trunk. Either you or Family Trunk may terminate your subscription or registration at any time, for any or no cause, by giving notice to the other party. If Family Trunk terminates your subscription or registration without cause, it will refund to you any unused portion of any fees prepaid by you.

Family Trunk controls this Site from its offices in the United States of America. Family Trunk makes no representation that the Site and Your Files or the files of other users of the Site (collectively, "Materials") are appropriate or available for use in other locations, and access to them from territories where their content is illegal is prohibited. If you choose to access this Site from other locations, you do so at your own initiative and are responsible for compliance with applicable local laws. You may not use or export the Materials in violation of U.S. laws and regulations.

You agree that: (i) the Family Trunk Site shall be deemed solely based in Utah; and (ii) the Family Trunk Site shall be deemed a passive Site that does not give rise to personal jurisdiction over Family Trunk, either specific or general, in jurisdictions other than Utah. These Terms of Service shall be governed by the internal substantive laws of the State of Utah, without respect to its conflict of laws principles. Any claim or dispute between you and Family Trunk that arises in whole or in part from the Family Trunk Site shall be decided exclusively by a court of competent jurisdiction located in Washington County, Utah.

Your use of this Site is subject to Family Trunk' Privacy Policy, which is incorporated herein by reference.

Notice of Infringement.

If you are a copyright owner or an agent thereof and believe that any Site user files or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Family Trunk's designated Copyright Agent to receive notifications of claimed infringement is: Richard Shillander, Family Trunk, 567 S. Valley View Drive, Suite #8, St. George, UT 84770. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to Family Trunk customer service through sales@FamilyTrunk.com.

You acknowledge that if you fail to comply with all of the requirements of this Section 11, your DMCA notice may not be valid.

Counter-Notice.

If you believe that Your Files that were removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use and share Your Files, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Monterey, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Family Trunk may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or User, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Family Trunk' sole discretion.

These Terms of Service, together with any notices contained on this Site and Family Trunk's Privacy Policy, constitute the entire agreement with respect to access to and

use of this Site and its content. If any provision of these Terms of Service is illegal, invalid or unenforceable, then that provision shall be severed from the remaining provisions, which shall remain in full force and effect. Your subscription may not be assigned by you without Family Trunk's prior written consent, which will not be unreasonably withheld. Any rights not expressly granted herein are reserved and may be assigned or transferred by Family Trunk. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Family Trunk's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.