

Magnum-Diego Priority Services Terms of Service

Last Updated: May 17, 2024

Magnum-Diego Priority Services (herein referred to as “**Company**,” “**we**,” “**us**,” or “**our**”) operates the www.mdpriority.com website and domains (the “**Websites**”) and Company’s proprietary online software platform which enables end users to file certain legal and court documents (the “**Platform**”), and provides related services in connection with the use of the Websites and/or Platform (the “**Services**”).

Please carefully read and understand the entire contents of this Terms of Service Agreement (this “**Agreement**”) before using the Websites, Portal and/or Services (collectively, the “**Magnum-Diego Priority Services**”). This Agreement sets forth the legally binding terms and conditions between you the end user (“**you**” or “**your**”) and Company governing your use of the Magnum-Diego Priority Services. THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE IN SECTION 12 BELOW WHICH WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION AND A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTIONS.

Acceptance of this Agreement

Your use of the Magnum-Diego Priority Services (or any part thereof) will constitute your acceptance of and consent to all the terms and conditions of this Agreement (as amended from time to time), including, but not limited to, Company’s Privacy Policy available at <https://mdpriority.com/privacy-policy> (the “**Privacy Policy**”).

By using the Magnum-Diego Priority Services (or any part thereof) and/or placing an order conduct a transaction for filing legal and/or court documents or to purchase other related legal support services through the Magnum-Diego Priority Services (each, an “**Order**”): (1) you acknowledge that you have read, understand, and agree to be bound by all the terms and conditions of this Agreement and the Privacy Policy; (2) you affirm, represent and warrant that you are at least 18 years of age and that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and (3) if you are using the Magnum-Diego Priority Services on behalf of another person or entity (for example, your employer and/or your client that you represent), you represent and warrant that you are legally authorized to enter into this Agreement on behalf of such person and/or entity and that you have the authority to legally bind such person and/or entity to all of the terms and conditions of this Agreement.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR YOU DO NOT HAVE THE AUTHORITY AS SET FORTH ABOVE, DO NOT USE THE MAGNUM-DIEGO PRIORITY SERVICES (OR ANY PART THEREOF).

1. Changes to the Magnum-Diego Priority Services

Company reserves the right to either temporarily or permanently modify, suspend or discontinue the Magnum-Diego Priority Services (or any part thereof) with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension or discontinuance of the Magnum-Diego Priority Services (or any part thereof).

2. Affirmations and Declarations. By using the Magnum-Diego Priority Services, you represent, affirm, and declare, under penalty of perjury under the laws of the state in which you are utilizing the Magnum-Diego Priority Services that: (a) you agree to adhere to and comply with all applicable local, state, federal, national or international laws, rules and regulations, including, but not limited to, those relating to the collection, protection, and/or privacy of data or information, of the jurisdiction(s) in which you are conducting, or that are otherwise applicable to your business and/or the use of the Magnum-Diego Priority Services (collectively, “**Applicable Laws**”); (b) you agree to adhere to and comply with all applicable local, state and federal court terms and conditions, schedules, mandates, ordinances, administrative orders, rules, laws and regulations, applicable to your use of the Magnum-Diego Priority Services and/or any court filings, service of process, records, or other documents submitted, uploaded, transmitted, or otherwise filed, served, recorded, or delivered (electronically or otherwise) by or on your behalf in connection with the use of the Magnum-Diego Priority Services, including without limitation, any terms and conditions or other agreements, that you are required to accept (electronically or otherwise) to submit Documents (as defined in Section 5.5 below) or other filings through the Magnum-Diego Priority Services or otherwise with the applicable courts in connection with the use of the Magnum-Diego Priority Services (all of the foregoing, collectively, the “**Court Rules**”); (c) you are subject to civil and criminal penalties should you utilize the Magnum-Diego Priority Services (or any part thereof) in violation of any Applicable Laws or Court Rules; and (d) you acknowledge that the information provided by Company is derived from local government agency databases and as such may be inaccurate, out of date, contain errors or omissions, or be otherwise incorrect.

3. Customer Information and Online Registration

Access to some areas and use of some functions of the Magnum-Diego Priority Services portal may require you to register an account (“**Account**”). As part of the registration process, you will be asked to select a password. You will be responsible for the confidentiality and use of your password and any Account number. You are solely responsible for any activity originating from your Account, regardless of whether such activity is authorized by you. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT NUMBER, AND YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES (INCLUDING REQUESTING SERVICES) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. If for any reason you feel either your Account number or your password has been compromised or duplicated, you must immediately contact Company to change your password or Account number and to stop any Service requested.

You agree to (a) provide accurate, current, and complete information about yourself as prompted by our registration form (including your e-mail address) or as requested by us to establish an account with the applicable EFM, including, all relevant information, signatures, data, passwords, usernames, PINs, and other information, materials, and content necessary for the transmission of your Documents in connection with your use of the Magnum-Diego Priority Services (all of the foregoing, collectively, “**Account Information**”), and (b) maintain and update your Account Information to keep it accurate, current, and complete at all times.

You represent and warrant that the Account Information provided to Company is accurate and complete, and that you are authorized to submit it to Company without any obligations on Company. You are solely responsible for ensuring that you have all necessary permissions and consents to provide Account Information to Company, and that the provision of such Account Information to the Company is in accordance with Applicable Laws, the Court Rules, and any policies, agreements or other requirements that you are subject to. Company has no liability or other responsibility for inaccuracy or incompleteness in any Account Information, or your inability to use the Magnum-Diego Priority Services due to such inaccuracy or incompleteness. You acknowledge that, if any information provided by you is inaccurate, not current or incomplete, Company reserves the right to terminate this Agreement and your use of the Magnum-Diego Priority Services.

4. Agreement to Conduct Transactions Electronically & Electronic Communications

4.1. Electronic Transactions – Consent to Electronic Service. You agree that all of your transactions with or through Company may, at its option, be conducted electronically. If you do not wish to have these transactions conducted electronically, you should not enter into this Agreement or use the Magnum-Diego Priority Services. You agree that Company may determine (from time to time) to provide all or any part of its Services, including, without limitation, any filing services, non-electronically, and that those Services will still be governed by this Agreement. In addition, you acknowledge and agree that, unless otherwise expressly provided in the applicable Court Rules, by submitting an electronic filing Order through the Services, you consent to receive electronic service with respect to such electronic filing Order at the electronic service address provided in such e-Filing submission.

4.2. Electronic Communications. By using the Magnum-Diego Priority Services, you consent to receiving electronic communications from Company, including, without limitation, notices posted on the Websites and/or via email at the primary e-mail address associated with your Account. These electronic communications may include notices about information concerning or related to your use of the Magnum-Diego Priority Services. These electronic communications are part of your relationship with Company and you receive them as part of your use of the Magnum-Diego Priority Services. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. You should print and retain a copy of all such disclosures and communications.

5. Use of the Magnum-Diego Priority Services

5.1. Access and Use. Subject to your compliance with this Agreement, Company hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use the Website, Platform and Services, over the internet, through the online portal available through the website, and solely in connection with your use of the Magnum-Diego Priority Services, on a non-commercial basis, and in accordance with this Agreement.

5.2. Orders. To the extent you submit an Order for any Services to be provided by Company, you hereby authorize Company (and its employees, contractors and/or subcontractors), to perform such Services, including, without limitation, submitting documents through, or otherwise utilizing, the Magnum-Diego Priority Services and/or Third Party Services (as defined below in Section 5.9) in connection with the provision of such Services.

5.3. Unsuitable Content and Conduct. You agree not to engage in conduct or submit to or in connection with the use of the Magnum-Diego Priority Services any material that is illegal, inaccurate, misleading, misappropriated, infringing, dilutive, defamatory, obscene, offensive, or otherwise objectionable. You agree not to cause damage,

embarrassment or adverse publicity to Company. In addition, you agree that you will not, and will not permit any third party to: (a) modify, adapt, translate or create derivative works based on the Magnum-Diego Priority Services (or any part thereof), or any related documentation; (b) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Websites and/or Platform, except as expressly permitted by applicable law; (c) distribute, license, sublicense, assign, transfer or otherwise make available to any third party the Magnum-Diego Priority Services, or any related documentation; (d) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Company or its suppliers on or within the Magnum-Diego Priority Services or related documentation; (e) use any meta tags, "hidden text", robots, spiders, crawlers, or other tools, whether manual or automated, to collect, scrape, index, mine, republish, redistribute, transmit, sell, license or download the Magnum-Diego Priority Services and/or any content (except caching or as necessary to view the Websites), without our prior written permission or authorization; (f) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, or provide or publish any false, inaccurate, or misleading information in connection with the use of the Magnum-Diego Priority Services or otherwise regarding the Magnum-Diego Priority Services; (g) publicly disseminate Magnum-Diego Priority Services performance information or analysis (including without limitation benchmarks) except with Company's prior written consent; or (h) use the Magnum-Diego Priority Services in violation of any Court Rules, Applicable Laws, including, without limitation, export laws.

5.4. Functional Compatibility and System Abuse. When submitting content, documents or other information to or in connection with the use of the Magnum-Diego Priority Services, you agree to submit only content, documents or information that is functionally and technically compatible with the Magnum-Diego Priority Services. You agree not to attempt and will not damage, corrupt, tamper with or infect the Magnum-Diego Priority Services, the content or any information or telecommunication system of Company with a virus or other malicious computer program. You agree to only use the Magnum-Diego Priority Services for the permitted purposes stated in this Agreement, and will not engage in abusive activity with respect to the Magnum-Diego Priority Services.

5.5. User Data. You grant to Company, during the term of this Agreement, a non-exclusive, royalty-free, fully-paid, worldwide license to use and process any documents and other content, data, information (including, personal information), and/or materials submitted by you, or collected on your behalf, in connection with the use of and access to the Magnum-Diego Priority Services (collectively, "**User Data**") as reasonably necessary for Company to provide you the Magnum-Diego Priority Services and other services hereunder. Subject to Company's right to usage data as set forth in Section 5.8 below, as between you and Company, you shall retain all right, title and interest to User Data. Any personal information included or incorporated in any User Data shall be used by Company in accordance with this Agreement and the Privacy Policy. For the avoidance of doubt, nothing contained herein shall waive or limit the a court's rights in and to the complaints, answers, briefs, exhibits, motions, responses, subpoenas, claims of appeal, docketing statements, petitions, and any and all other legal documents and all data provided or received by such courts through the Magnum-Diego Priority Services ("**Documents**"), or any electronic record or electronic representation or electronic data contained in or related to any Document as part of the record in a court case ("**Information**"), or any other data that is submitted, collected or transmitted through the Magnum-Diego Priority Services, to the extent such rights exist or as otherwise provided in any applicable Court Rules.

5.6. Document Submission. You understand, acknowledge, and agree that: (a) all Documents and Information submitted, uploaded or transmitted in connection with the use of the Magnum-Diego Priority Services are made publicly available pursuant to the Court Rules and Applicable Laws, and may be immediately accessible to the press and members of the public, even though the Documents have not been, and may never be, received or accepted for filing by the applicable court and recorded on its register of actions; and (b) if any Documents or Information are or contain any confidential or non-public information (in whole or in part), or are to be filed under seal (conditionally or otherwise) it is your sole responsibility to ensure (i) the proper assignment of the document security level for all Documents and Information, and (ii) the proper and complete redaction of any confidential or non-public information contained in any Documents or Information in compliance with the Court Rules or as required by Applicable Laws or pursuant to any confidentiality obligations imposed on you, including, but not limited to, the removal of any metadata associated therewith. You further expressly acknowledge and agree that Company is not responsible for, and does not audit or review any Documents or Information to ensure, the proper assignment of filing codes, redaction of information (including, removal of metadata), or compliance with Court Rules and Applicable laws, for any Documents or Information, and Company shall have no liability to you or any third party arising from the foregoing.

5.7. Data Protection. You acknowledge and agree that you are the "controller" or "business" and Company is the "processor" or "service provider" (as those terms are defined in applicable data laws and regulations), and you are solely responsible for, the accuracy, quality and integrity of the User Data. You represent and warrant that, with respect to any User Data (including, without limitation, any personally identifiable information therein), you: (a) have all the rights necessary to grant the licenses granted herein to Company in and to such User Data; (b) have obtained

all permissions and/or approvals from each applicable data source as may be necessary or required to transmit such data through the Magnum-Diego Priority Services; and (c) are in compliance with all applicable data laws, rules and regulations. In addition, to the extent you and Company are required to enter into a data processing agreement, or if, in Company's discretion, such data processing agreement is necessary or appropriate, to comply with applicable data laws, rules or regulations with respect to the processing of any personal information included in any User Data, you agree to execute and enter into Company's then current data processing agreement.

5.8. Usage Data. Company may collect and anonymously use aggregated data regarding usage and performance of the Magnum-Diego Priority Services in order to generally improve and optimize the performance of the Magnum-Diego Priority Services and other business purposes, provided that in no event will Company share for its own purposes, any such data in a manner that would identify you or any person on whose behalf you use the Magnum-Diego Priority Services, or disclose any User Data, for purposes other than as necessary pursuant to this Agreement unless such User Data is in de-identified form.

5.9. Third Party Services. Company may utilize certain third party products and/or services, including, but not limited to, electronic filing manager (EFM) providers for the courts, in connection with the provision of the Services, and/or the Website and/or Platform may enable you to connect with and use, certain third party products, applications and/or services that are integrated with the Platform and/or Website via APIs or similar integrations made available by the provider of such third party products, applications and/or services (all of the foregoing, collectively, "**Third Party Services**"). The Third Party Services are owned, controlled, and operated by the applicable third party providers of the Third Party Services, and not Company.

The Third Party Terms shall be solely between you and the applicable provider of the Third Party Services, and Company shall not be a party to any Third Party Terms, or have any responsibility or liability for the performance of the provider of its obligations under or in connection with any Third Party Terms. Company is not obligated to maintain or support any such Third Party Services or APIs, or to provide you with updates, fixes, or services related thereto. COMPANY DOES NOT ENDORSE OR ASSUME ANY RESPONSIBILITY FOR, AND MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES WHATSOEVER WITH RESPECT TO, ANY THIRD PARTY SERVICES OR APIS, EVEN IF SUCH THIRD PARTY SERVICES ARE OFFERED OR RESOLD BY COMPANY OR OTHERWISE INTEGRATED INTO THE WEBSITE AND/OR PLATFORM. FURTHER, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING, AND WILL HAVE NO LIABILITY FOR: (A) THE SUITABILITY OF ANY SUCH THIRD PARTY SERVICES OR APIS FOR YOUR INTENDED REQUIREMENTS OR PURPOSES, INCLUDING FOR USE WITH THE MAGNUM-DIEGO PRIORITY SERVICES OR YOUR SYSTEMS, (B) THE INTEGRITY OF DATA TRANSMITTED, TRANSFERRED, STORED, OBTAINED OR RECEIVED THROUGH ANY SUCH THIRD PARTY SERVICES OR APIS, OR THE COLLECTION, ACCESS, AND/OR USE OF THE DATA AND INFORMATION (INCLUDING, BUT NOT LIMITED TO, PERSONALLY IDENTIFIABLE INFORMATION) YOU SUBMIT, PROVIDE AND/OR TRANSMIT IN CONNECTION WITH THE USE OF THIRD PARTY SERVICES BY THE APPLICABLE THIRD PARTY PROVIDER, OR (C) THE AVAILABILITY, FUNCTIONALITY, OR ANY CHANGES TO THE FEATURES OR SPECIFICATIONS, OF ANY THIRD PARTY SERVICES OR APIS. YOU ASSUME ALL RISK ARISING FROM THE USE OF ANY THIRD PARTY SERVICES OR APIS, INCLUDING, WITHOUT LIMITATION, THE RISK OF DAMAGE TO YOUR COMPUTER SYSTEM, SOFTWARE, THE CORRUPTION OR LOSS OF DATA, AND COMPLIANCE WITH ALL APPLICABLE LAWS AND COURT RULES.

6. Fees and Payment Terms

6.1. Service Fees. Company determines the service fees charged by Magnum-Diego Priority Services to you for using the Magnum-Diego Priority Services from time to time in its sole discretion (the "**Service Fees**"). The Service Fees for the Magnum-Diego Priority Services may vary by location, size, service level and/or the amount of time spent completing and/or providing the Magnum-Diego Priority Services to you. Company reserves the right to change its fee structure at any time without notice. Notwithstanding the foregoing, if you, or the person or entity on whose behalf you are using the Magnum-Diego Priority Services, has entered into a separate written pricing addendum with Magnum-Diego Priority Services (a "**Pricing Addendum**"), the Service Fees payable by you shall be as set forth in such Pricing Addendum.

6.2. Statutory Court and Witness Fees. Company is in the business of providing legal support services, including court filing services, service of process, and recording services to law firms, companies, government agencies, and individuals. In order to file, record, copy or serve certain court documents, a filing, recording, copy or witness fee may be imposed by court rule or statute (collectively, "**Court Fees**") and/or by the applicable EFM providers for the courts (the "**EFM Fees**"). You are solely responsible for the payment of all applicable Court Fees and EFM Fees, whether Company first collects the Court Fees and/or EFM Fees from you and then pays the court on your behalf or Company advances the Court Fees or EFM Fees to the court or EFM (as applicable) on your behalf and collects such fees from you subsequently. Further, you acknowledge that if any Court Fees and/or EFM Fees are not paid when due to

Company, your filing may be voided pursuant to applicable Court Rules. You represent and warrant to Company that any Court Fees and EFM Fees collected and paid to the courts by Company on your behalf are not for personal, family or household purposes. At any time, you can review and print the then-current Court Fees and EFM Fees via the Website or you can request a schedule of the Court Fees and EFM Fees from service@mdpriority.com.

6.3. Payment Terms. You agree to pay all Service Fees, Court Fees, EFM Fees, and any credit card processing fees, bank transfer fees, and/or other payment processing fees, taxes, and charges arising from your Orders, transactions and/or payment of any fees due to Company hereunder arising from your use of Magnum-Diego Priority Services, including, any Order or transactions, and/or from the payment of any fees due to Company hereunder (all of the foregoing, collectively, the “**Fees and Charges**”). All Fees and Charges are due and payable by you upon the submission of your Order through the Magnum-Diego Priority Services, unless otherwise specified by Magnum-Diego Priority Services. All transactions must be in U.S. dollars. Company accepts two payment methods: ACH or Credit Card Payment. You hereby expressly authorize Company and its third party payment processors to charge the payment method you have selected by you, or the default payment method if the selected method fails, for any and all Fees and Charges due and payable by you under this Agreement. To the extent that any amounts owed under this Agreement cannot be collected from your selected payment method or the default method, you are solely responsible for paying such amounts by other means. You represent and warrant that you have the legal right to use the payment methods selected by you to make payments under this Agreement. **EXCEPT AS OTHERWISE EXPRESSLY STATED, ALL FEES ARE NON-RETURNABLE AND NON-REFUNDABLE.**

6.4. Additional Terms for Payments via ACH. If you choose to pay by ACH, you authorize Company (and/or its third payment processors) to debit your bank account for the total amount of Service Fees and Court Fees due for each Order, or any other Fees and Charges due and payable by you hereunder. The following terms and conditions will govern ACH (eCheck):

- (a) Bank Account Payments. By choosing to use a bank account as your payment method, you will be able to complete your purchase using any valid automated clearing house (“**ACH**”) enabled bank account at a United States-based financial institution. Company in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time.
- (b) ACH Authorization. By choosing your bank account as your payment method, you agree that: (i) you have read, understand and agree to this Agreement, and that this Agreement constitutes a “writing signed by you” under any Applicable Laws, (ii) you consent to the electronic delivery of the disclosures contained in this Agreement, (iii) you authorize Company (or its agent) to make any inquiries we consider necessary to validate any dispute involving your payment, which may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases, and (iv) you authorize Company (or its agent) to initiate one or more ACH entries (withdrawals) or the creation of an equivalent bank draft for the specified amount(s) from your bank account, and you authorize the financial institution that holds your bank account to deduct such payments.
- (c) Customer Service. Transactions that we process using your bank account will be identified as “Magnum-Diego Priority Services” (or similar identifier) on the statement issued by your bank or other financial institution holding your account. All questions relating to any transactions made using your bank account by us should be initially directed to us. Save the order confirmations that you are provided when you place an Order and check them against your bank account statement. You may contact us regarding your Orders or any payments made using your bank account and by writing to us at <https://mdpriority.com/contact>.
- (d) Transaction Errors. If you believe that any payment transaction initiated by Mdpriority.com (or its agent) with respect to your bank account is erroneous, or if you need more information about any such transaction, you should contact us as soon as possible at service@mdpriority.com or 1-303-778-7662. Notify us at once if you believe the password associated with your Account has been lost or stolen, or if someone has attempted (or may attempt) to make a transfer from your bank account to place an Order using your Account without your permission. We reserve the right to cancel the ability to pay by bank account for any reason at any time.
- (e) Liability for Unauthorized Transactions. Federal law limits your liability for any fraudulent, erroneous unauthorized transaction from your bank account based on how quickly you report it to your financial institution. As general rule, you should report any fraudulent, erroneous or unauthorized transactions to your bank within 60 days after the questionable transaction FIRST appeared on your bank account statement. You should contact your bank for more information about the policies and procedures that apply to your bank account and any unauthorized transactions, including any limits on your liability.
- (f) Returned Checks. Company will charge a \$25 fee for any returned checks or ACH transactions.

6.5. Late Payments. Should any amounts due and payable hereunder become delinquent and Company has to initiate a collections effort, a finance charge of 1.5% a month will apply for outstanding balance and all reasonable collection costs and/or legal fees will be added to the balance due.

6.6. Taxes. Any taxes which Company may be required to pay or collect under any existing or future law in connection with providing you with the Magnum-Diego Priority Services (excluding taxes on Company's income) shall be solely your responsibility and charged to your payment method on file and you hereby authorize Company and its payment processors to charge such fees to your payment method on file.

6.7. E-Filing Fees Invoice & Tax Requirements. If you charge fees for E-filing transaction to any other person or entity in connection with your use of the Magnum-Diego Priority Services, you agree to and shall comply with all applicable invoicing, tax and fee requirements of the applicable court, including, but not limited to, any requirements to display State sales, use or other taxes (collectively, "**State Taxes**") on each receipt, bill, contract, or invoice provided to customers, and/or to (a) separately state in a conspicuous manner the E-filing fees and applicable State Taxes on such fees, or (b) state the combined amount of the E-filing fees and applicable State Taxes, and display in a conspicuous manner that the combined amount includes the applicable State Taxes.

7. Third Party Sites and Other Information

The Websites and/or Platform may contain as a convenience to you, links to other websites and information that are not under Company control. Company has no obligation to monitor, control or restrict the use of any third party websites accessible via links on the Websites and/or Platform. These other sites are not under Company control, and you acknowledge that (whether or not such sites are affiliated in any way with Company), Company is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of any site by Company or any association with its operators.

8. Disclaimer of Warranties and Limitation of Liability

8.1. No Warranties. YOU AGREE THAT YOUR USE OF THE MAGNUM-DIEGO PRIORITY SERVICES AND ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE MAGNUM-DIEGO PRIORITY SERVICES IS AT YOUR OWN AND SOLE RISK. THE MAGNUM-DIEGO PRIORITY SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DISCLAIMS ALL REPRESENTATION, WARRANTIES AND DUTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE, NON-INFRINGEMENT OR TITLE, DUTIES OF WORKMAN-LIKE EFFORT, OR LACK OF NEGLIGENCE. COMPANY ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS ON OR THROUGH THE MAGNUM-DIEGO PRIORITY SERVICES AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE MAGNUM-DIEGO PRIORITY SERVICES AND IS NOT RESPONSIBLE IN ANY WAY FOR THE FUNCTIONALITY, SPECIFICATIONS, OR ANY OTHER ASPECT OF THE MAGNUM-DIEGO PRIORITY SERVICES AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE MAGNUM-DIEGO PRIORITY SERVICES. COMPANY DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE MAGNUM-DIEGO PRIORITY SERVICES AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE MAGNUM-DIEGO PRIORITY SERVICES, OR THAT DEFECTS IN THE MAGNUM-DIEGO PRIORITY SERVICES AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE MAGNUM-DIEGO PRIORITY SERVICES WILL BE CORRECTED. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR PROTECTION OF YOUR SYSTEM AND/OR ACCURACY OF DATA, AND FOR MAINTAINING A MEANS OF RECONSTRUCTION OF LOST DATA. WITHOUT LIMITING THE ABOVE, YOU AGREE THAT COMPANY AND ITS PARENT CORPORATIONS, SUBSIDIARIES, PARTNERS, EMPLOYEES, AGENTS, AFFILIATES, SUBCONTRACTORS, AND/OR CONSULTANTS DO NOT MAKE ANY WARRANTIES OR UNDERTAKE ANY DUTIES REGARDING, WITHOUT LIMITATION, THE FOLLOWING: (A) INFRINGEMENT OF TITLE OR QUIET ENJOYMENT; (B) FUNCTIONALITY, INCLUDING FUNCTIONALITY OF SEARCH OR RETRIEVAL SOFTWARE; (C) ACCURACY, COMPLETENESS, OR COMPLETION OF FORMS; (D) RECEIPT OF DOCUMENTS BY LOCAL GOVERNMENTS; (E) APPROPRIATENESS OR PROPRIETY OF DOCUMENTS PULLED FOR A PARTICULAR JOB; (F) APPROVAL OF DOCUMENTS BY LOCAL GOVERNMENTS; (G) TIMELINESS OF SERVICES; (H) UNINTERRUPTED, SECURE, ERROR OR VIRUS-FREE SERVICE OR STORAGE; AND (I) ADEQUACY OF FEES PAID TO LOCAL GOVERNMENTS.

8.2. Certain Responsibilities. Notwithstanding anything to the contrary in this Agreement, you acknowledge that neither the Company nor the courts or the applicable the electronic filing manager or case management systems for such courts edits, nor can verify, the completeness, propriety or accuracy of the Documents or any Information or

other User Data submitted through Magnum-Diego Priority Services. Neither the Company nor the courts or the applicable the electronic filing manager or case management systems for such courts has any control over the contents of any Document filed through the Magnum-Diego Priority Services and is not responsible for any alleged loss of privilege or other claimed injury to due disclosure of sealed, confidential or privileged Information in any Documents, Information, or other User Data transmitted or provided through the Magnum-Diego Priority Services.

8.3. *Disclaimer of Certain Performance Related Issues – Force Majeure Events.* Company is not responsible for any delay, failure in performance, loss or damage or other issues relating to the Magnum-Diego Priority Services or this Agreement due to earthquake, acts of civil or military authority, war, terrorism, acts of God, acts of regulatory or governmental agencies, acts of third parties, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or other cause that is beyond the reasonable control of Company (“**Force Majeure Event**”). Without limiting the foregoing, you acknowledge and agree that Force Majeure Events include, and Company is not responsible for, and Company disclaims any and all liability for any losses or damages incurred by you or any person or entity on whose behalf you are using the Magnum-Diego Priority Services for any of the following: (a) unavailability and/or problems relating to transmission devices or equipment not exclusively within Company’s control, (b) unavailability and/or problems relating to transmission lines or equipment for connectivity to the Internet that results in the inability to reach Company or the Magnum-Diego Priority Services for the purpose of document transmission or receipt, including, but not limited to, any failure or interruption of the Internet or data or material transmitted thereon, (c) transmission errors and system failures (other than those resulting from the gross negligence or intentional misconduct of Company or its employees or contractors), (d) acts of third parties who is not Company’s employee or agent (including computer hackers), or any delays or failure in performance by any third party, including third parties involved in electronic filing, service of process, case management systems or settlement of payment card transactions, or disruption or termination of access to third party systems, including courts, the electronic filing manager or the case management system, (e) any alteration or destruction of material or information transmitted through the Magnum-Diego Priority Services or resulting from the transmission of computer viruses or other damaging or destructive software components, or acts of computer hackers, or (f) the speed, access, security or delivery of materials or information through the Internet. Further, Company does not guarantee that any submission will be deemed filed by the court, or will be deemed filed by the court within a particular period of time. If you experience any delay or failure in filing through the Magnum-Diego Priority Services due to technical problems with the court, the electronic file manager or case management system, Company will, upon request, provide log files or other evidence of the attempted transmission of the filing, but will have no other obligation or responsibility with respect to such delay or failure.

8.4. *Limitation on Company’s Damages and Liability.* COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING FROM THIS AGREEMENT OR YOUR USE OF AND/OR INABILITY TO USE THE MAGNUM-DIEGO PRIORITY SERVICES AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE MAGNUM-DIEGO PRIORITY SERVICES, EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY’S AGGREGATE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE MAGNUM-DIEGO PRIORITY SERVICES AND/OR ANY INFORMATION, CONTENT AND/OR MATERIALS MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE MAGNUM-DIEGO PRIORITY SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE TOTAL SERVICE FEES PAID OR PAYABLE BY YOU TO COMPANY UNDER THE ORDER SUBMITTED BY YOU FOR THE SERVICES GIVING RISE TO THE CLAIM OR LIABILITY. FOR CLARITY, THE SERVICE FEES REFERENCED IN THE PRECEDING SENTENCE DO NOT AND SHALL NOT INCLUDE COURT FEES OR EFM FEES. COMPANY’S AFFILIATES AND SUPPLIERS SHALL HAVE NO LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT. THE DAMAGE EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF ANY REMEDY OF ITS ESSENTIAL PURPOSE FAILS.

8.5. *Jurisdictional Issues.* BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, COMPANY’S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

8.6. *Basis of the Bargain.* THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN COMPANY AND YOU. COMPANY WOULD NOT BE ABLE TO PROVIDE THE MAGNUM-DIEGO PRIORITY SERVICES ON AN

ECONOMIC BASIS WITHOUT SUCH LIMITATIONS. THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY INURE TO THE BENEFIT OF COMPANY'S SUPPLIERS.

9. Indemnification

You agree to indemnify, defend, protect and hold harmless Company, its parent corporations, subsidiaries, successors, assigns, partners, employees, agents, affiliates, contractors, and consultants and their respective directors, officers, employees and agents from and against all losses, claims, and expenses (including attorneys' fees and costs, incurred by Company with or without suit and whether incurred on appeal or in bankruptcy) arising out of or relating to (a) your breach of any terms of this Agreement, (b) use of the Magnum-Diego Priority Services in violation of any Applicable Laws or Court Rules, (c) your use of the Magnum-Diego Priority Services, your dealings or transactions with other parties resulting from use of the Magnum-Diego Priority Services, or your failure to pay all sums due Company or any local government; (d) your supplying inaccurate, out of date, errors or omissions, or otherwise incorrect information as well as any action taken by you as a direct or indirect result of the information displayed on or otherwise provided through the Magnum-Diego Priority Services; (e) User Data; and/or (f) your use or misuse of any Third Party Services, and/or your violation of any terms and conditions, terms of service, or other agreement applicable to any Third Party Services, including, but not limited to, any Third Party Terms.

10. Termination or Cancellation

This Agreement will remain in full force and effect as long as you continue to access or use the Magnum-Diego Priority Services or until terminated in accordance with the provisions of this Agreement. Company may terminate this Agreement for any or no reason upon notice; provided that, if Company, in good faith, believes that you have used the Magnum-Diego Priority Services in violation of this Agreement, including any incorporated guidelines, terms or rules, or in a manner that poses a security risk or an imminent risk to Company or the Magnum-Diego Priority Services or will interfere materially with the proper continued operation of the Magnum-Diego Priority Services, Company may immediately and without notice: (a) suspend or terminate your rights to access or use the Magnum-Diego Priority Services, (b) terminate the transmission of any or all E-filing transaction(s), and/or (c) terminate this Agreement with respect to you.

In addition, Company may terminate this Agreement immediately upon written notice to you if you engage in any activity, or make any public statement(s), including, via any social media platforms, blog posts, articles or other written communications, regarding the Agreement, Company or the use or performance of the Magnum-Diego Priority Services, which, in Company's sole discretion, could reasonably result in a material adverse impact on the reputation, business, personnel or standing with any courts, governmental authorities or non-governmental organizations of Company or its affiliates, subsidiaries, directors, officers, employees, contractors, agents or representatives. You agree that, upon any termination, the licenses granted you hereunder and your right to use the Magnum-Diego Priority Services will automatically terminate and you will immediately cease any and all access and/or use of the Magnum-Diego Priority Services. Sections 2, 3, 4, 5.2, 5.3, 5.4, 5.6, 5.7, 5.8, 5.9 and 6 through 17 will survive any termination or expiration of this Agreement.

11. Ownership and Intellectual Property Rights; Confidentiality

11.1. Company Proprietary Rights. As between you and Company, Company and its licensors retain all right, title and interest, and any and all intellectual property rights, in and to the Magnum-Diego Priority Services, including, without limitation, any and all content, messages, data, text, graphics, images, photos, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Magnum-Diego Priority Services (but excluding your User Data), any and all modifications, enhancements and updates to any of the foregoing. The Company trademarks are strictly owned by Company, and nothing in this Agreement will be construed to transfer ownership rights or grant any permission, license or other rights to any Company trademark without written authorization from Company. The trademarks, service marks, logos, and/or names of individuals, companies and/or products mentioned through the Magnum-Diego Priority Services may be the trademarks of their respective owners. Company reserves all rights and licenses not expressly granted to you in this Agreement and no implied license is granted by Company. The Magnum-Diego Priority Services, and its underlying technology, are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries.

11.2. Comments and Suggestions. You agree that any comments or suggestions that you provide to Company regarding the Magnum-Diego Priority Services, including, without limitation, the functionality and/or features of the Magnum-Diego Priority Services and/or any feedback, suggestions or ideas in response to any customer survey (collectively, "**Comments**") shall be deemed, and shall remain, the property of Company, and you hereby assign all right, title and interest in and to such Comments to Company. None of the Comments shall be subject to any obligation of confidence on the part of Company and Company shall not be liable for any use or disclosure of any Comments.

Without limitation of the foregoing, Company shall be entitled to unrestricted use of the Comments for any purpose, commercial or otherwise, without compensation or attribution to the provider of the Comments.

11.3. **Confidentiality.** You agree that you may receive certain proprietary data, materials and information of the Company in connection with this Agreement, including but not limited to, information regarding Company's security practices, measures and procedures, the Company's application programming interfaces that interact with the Magnum-Diego Priority Services and/or other products, platforms, applications and/or services of Company, and related tools, documentation, data and resources, and other intellectual property of Company (collectively, "**Confidential Information**"). You agree that you will use the Confidential Information solely for the purposes receiving the services contemplated by this Agreement, and will not disclose such Confidential Information in any manner whatsoever, in whole or in part, to any third party other than your employees and contractors who (a) have a need to know the information for the purposes of this Agreement, (b) have been informed of the confidential nature of the information, and (c) are bound by confidentiality obligations no less restrictive than this Section 11.3. You shall use a similar degree of care to prevent the unauthorized use or disclosure of the Confidential Information that you use to safeguard your own confidential information of like nature, but in no event less than a reasonable degree of care. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information will not be precluded if you are compelled to disclose the information by an order of a court or other governmental body, provided, however, that you shall have first given prompt written notice to Company so that Company may seek a protective order or other appropriate remedy. Confidential Information will not include data, materials or information which you can prove by written evidence: (i) was lawfully already in your possession without obligation of secrecy at the time of disclosure, (ii) is or becomes generally publicly known through authorized disclosure; or (c) was rightfully received by you from a third party free of restriction.

12. Dispute Resolution; Governing Law

12.1. **Governing Law.** The laws of the State of Colorado will govern this Agreement and any claims, actions and/or disputes arising under this Agreement, without regard to conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods in its entirety and the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA are expressly excluded from this Agreement. The Federal Arbitration Act and federal arbitration law apply to the agreement to arbitrate by the parties set forth in this Section 12.

12.2. **Agreement to Arbitrate.** Any dispute or claim relating in any way to this Agreement, and/or your use of the Magnum-Diego Priority Services (or any part thereof) will be resolved by confidential binding arbitration administered by the American Arbitration Association ("**AAA**") in Colorado, or another forum mutually agreed upon by you and Company, pursuant to the Commercial Arbitration Rules ("**Rules**") of the AAA in effect at the time the dispute commences by a sole arbitrator nominated by agreement of you and Company and confirmed in accordance with the Rules. If AAA is not hearing consumer commercial disputes at the time, Company may select another arbitral body in its sole discretion. The place of the arbitration shall be Arapahoe County, Colorado, unless otherwise mutually agreed by the parties in writing; provided that, to the extent feasible, the parties agree the arbitration may be conducted by video conference, telephone, or other telecommunication means. Each party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the arbitrator. The arbitration proceedings and any information and materials furnished during the arbitration shall be treated as confidential. The arbitrator shall not have the power to award damages except to the extent specifically permitted by this Agreement. Any judgment on the award rendered by the arbitrator shall be binding, final, and confidential, and may be entered in any court of competent jurisdiction, and each of the parties irrevocably submits to the jurisdiction of such court for confirmation or recognition or enforcement of any award. Notwithstanding the foregoing, Company may seek injunctive or other equitable relief in any court with competent jurisdiction, to prevent immediate harm arising from any actual or threatened violation of Company's regarding confidential information or intellectual property rights.

12.3. **Venue.** If the agreement to arbitrate is found not to apply to your or our claim and/or either party challenges the right of the other party to obtain arbitration of a dispute between them, or otherwise seeks to file a court action notwithstanding the agreement of the parties to arbitrate disputes, any such legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced solely in Colorado state courts (or, if there is exclusive federal jurisdiction, the United States District Court for the Central District of Colorado), and each party hereby consents to the jurisdiction of such courts, and each party hereto irrevocably submits to the exclusive jurisdiction and exclusive venue of any such court in any such suit, action or proceeding.

12.4. **Class Action Waiver.** WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

12.5. *Opting out of Arbitration if You are an Individual Consumer.* If you are using the Magnum-Diego Priority Services on an individual basis for your own use (i.e., not on behalf of another person or entity, for example, your employer and/or a client that you represent), you may opt-out of arbitration If you do not wish to resolve disputes by binding arbitration in accordance with this Section. Within 30 days after the date that you first agree to this Agreement you must send notice of your choice to opt-out to us via email to service@mdpriority.com, Subject Line: *Arbitration Opt-Out*, that specifies: your full legal name, email address you registered with you Account, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once we receive your Opt-Out Notice, the agreement to arbitrate will be void and the parties agree that the exclusive jurisdiction and venue described in Section 12.3 will govern any action arising out of or related to this Agreement. The remaining provisions of this Section 12 will not be affected by your Opt-Out Notice.

13. Third Party Rights

The provisions in this Agreement are for the sole benefit of you and Company and shall not inure to the benefit of any other person either as a third party beneficiary or otherwise.

14. Independent Contractors

You and Company are independent contractors. Neither you nor Company is an employee, agent, representative, broker, or partner of one another. This Agreement shall not be construed to create an association, joint venture, or partnership between you or Company to impose any partnership obligation or liability upon either party.

15. General Provisions

Neither this Agreement nor any part or portion may be assigned or otherwise transferred by you without Company’s prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are for convenience only and do not constitute a part of this Agreement. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of the right of such party to assert or rely upon such provision or right in that or any other instance.

16. Effect of Agreement

This Agreement, the Privacy Policy, your Open Credit Account form, the Pricing Addendum (if applicable), Application for Credit, and the consents provided by you on or through the Websites and/or Platform), embodies the entire agreement between you and Company. In the event of conflict between the terms of this Agreement and the Pricing Addendum, the Pricing Addendum shall control solely with respect to the subject matter set forth therein. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the intentions of the parties as reflected in that provision and the allocation of risks set forth in this Agreement, and agree that the remaining provisions of this Agreement shall remain in full force and effect.

17. Amendments and Updates

Company reserves the right to update or modify this Agreement at any time. The revised Agreement will be posted on the web page www.mdpriority.com/terms-of-service. All updates and modifications to this Agreement will be effective from the day they are posted online (except as stated below). If we make any material changes to this Agreement, we will provide reasonable prior notice of these changes by posting a notice of the changes on the Website and/or via email at the email address you provided at the time you registered your Account. It is your responsibility to regularly visit and review this Agreement. If you do not agree to any updates or modifications to this Agreement, simply do not use or access the Magnum-Diego Priority Services and terminate your Account. Your continued use of the Magnum-Diego Priority Services after we have posted the updated Agreement, signifies to us that you acknowledge and agree to be bound by the revised Agreement.

Questions. Please feel free to contact Company at service@mdpriority.com if you have any questions about this Agreement.