



Sfax™ Services - Terms and Conditions

The services that SecureCare Technologies, Inc. provides to you are subject to the following Terms of Use ("Terms"). SecureCare Technologies, Inc. reserves the right to update the Terms at any time without notice to you. The most current version of the Terms can be reviewed by clicking on the "Terms and Conditions" hypertext link located at the bottom of our Web pages.

If you are registering on behalf of a corporation you warrant that you have the authority to bind the corporation. You agree to the terms and conditions of the "Pricing Proposal" document which is expressly incorporated herein, and which in conjunction with the Terms and Conditions comprises the entire Agreement between SecureCare Technologies, Inc. and your corporation. The "Pricing Proposal" may contain different or additional terms which supersede any terms in this document.

DESCRIPTION OF SERVICES.

SecureCare Technologies, Inc. provides you with access to Sfax™ a Secure Fax Management Service (the "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the Terms.

NO RESALE OF SERVICES.

Your right to use the services is personal to you. You may be either an individual or a corporation or business entity, but you agree not to resell the use of the Services unless provided for under a separate agreement.

PRIVACY AND PROTECTION OF PERSONAL INFORMATION.

See the Privacy Statement for disclosures relating to the collection and use of your information.

ACCOUNT, PASSWORD, AND SECURITY.

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under all fax numbers and by all users associated with your account.

You agree to notify SecureCare Technologies, Inc. immediately of any unauthorized use of your account or any other breach of security. SecureCare Technologies, Inc. will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by SecureCare Technologies, Inc. or another party due to someone else using your account or password. You may not use anyone else's account at any time,



without the permission of the account holder.

NO UNLAWFUL OR PROHIBITED USE.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any SecureCare Technologies, Inc. server, or the network(s) connected to any SecureCare Technologies, Inc. server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any SecureCare Technologies, Inc. server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You will not use or register the name SecureCare Technologies, Inc. or any other trade name or trade mark of SecureCare Technologies, Inc. without express, prior permission, and you will not obstruct the identification procedures used by SecureCare Technologies, Inc. in the services.

You represent that the information submitted for transmission via the SecureCare Technologies, Inc. network for Sfax services is for lawful purposes only and that the transmission of messages or files is not in violation of any federal, state or provincial laws or transmit any unlawful, harmful, threatening, abusive, libelous, vulgar, obscene, profane, hateful or otherwise objectionable information of any kind, including, but not limited to, encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability or otherwise violate any local, state, national or other law. You may not use the Services to upload, post, reproduce or distribute, in any way, any information, software or other material protected by copyright or any other intellectual property right without first obtaining the permission of the copyright holder. You agree to comply with all applicable laws, regulations, or conventions including those related to Do-Not-Call provisions, faxing, data privacy, international communications, and export of technical or personal data.

USE OF SERVICES / CUSTOMER RESPONSIBILITIES.

You are fully responsible for the contents of your transmissions through the Services. Sfax simply acts as a passive conduit for you to send and receive information of your own choosing. However, SecureCare Technologies, Inc. reserves the right to take any action with respect to the Services that SecureCare Technologies, Inc. deems necessary or appropriate in its sole discretion if SecureCare Technologies, Inc. believes you or your information may create liability for SecureCare Technologies, Inc. , compromise or disrupt the Services for you or other Customers, or cause SecureCare Technologies, Inc. to lose (in whole or in part) the services of SecureCare Technologies, Inc. 's ISPs or other suppliers. The Services make use of the Internet for you to send and receive information of your own choosing. As a result, your conduct is subject to Internet regulations, policies and procedures.

SecureCare Technologies, Inc. has no control of the content of the information passing through the Services.

SecureCare Technologies, Inc. does not:

- Represent or endorse the accuracy or reliability or any opinion, advice or statement made through the Service,



- Assume liability for any harassing, offensive or obscene material distributed through the Service by you or others under your account,
- Assume any liability for any material distributed through the Service by you or others under your account which is distributed in violation of any third party's copyright or other intellectual property right,
- Assume liability for claims concerning unsolicited fax, email or voice messages sent by you or others under your account, including (but not limited to) Telephone Consumer Protection Act of 1991, CRTC 2001-193, FTC regulations, and the Can-Spam Act.

You agree to provide true, current, accurate and complete customer information as prompted by the registration form, and you agree to notify SecureCare Technologies, Inc. promptly of any changes to this information as required to keep it current, complete and accurate.

SecureCare Technologies, Inc. reserves the right at all times to disclose any information as SecureCare Technologies, Inc. deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You agree to be financially responsible for your use of Sfax services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

You must obtain and pay for all equipment and third-party services (e.g., Internet access and email service) required for you to access and use the Services.

OWNERSHIP.

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the Sfax Service are wholly owned by SecureCare Technologies, Inc. and/or its licensors and service providers except where expressly stated otherwise.

You understand and agree that you are not the owner of any Sfax fax number (Sfax Number) assigned to you by SecureCare Technologies, Inc. Ownership of any such Sfax Number is vested solely in SecureCare Technologies, Inc. (which will assign such number to you for your use during the term of this agreement). You understand and agree that following the termination of your Sfax account for any reason, such Sfax Number may be re-assigned immediately (although there is typically a transition period) to another customer, and you agree that SecureCare Technologies, Inc. will not be liable for damages (including consequential or special damages) arising out of any such re-assignment, and you hereby waive any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if SecureCare Technologies, Inc. has been advised of the possibility of damages.

You further understand and agree that SecureCare Technologies, Inc. may from time to time need to change the Sfax Number assigned to you (whether due to an area code split or any other reason whether outside or within SecureCare Technologies, Inc. ' control). You agree that SecureCare Technologies, Inc. will not be liable for damages (including consequential or special damages) arising out of any such change in the Sfax Number assigned to you, and you hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if SecureCare Technologies, Inc. has been advised of the possibility of damages.

In particular, you agree that you are not authorized to charge services provided to you or at your request to the Sfax Number assigned to you by SecureCare Technologies, Inc. and that you will not request or otherwise cause any third-party service provider to charge any such services to such number. You are responsible for any such charges, and any such charges will give SecureCare Technologies, Inc. the right to immediately terminate your Sfax account without notice.

Unsolicited Fax Advertisement Policy.

The transmission of unsolicited fax advertisements is regulated in the United States under the [Federal](#)



[Telephone Consumer Protection Act](#) and is also regulated under the laws of a number of other countries, states and provinces. Distribution of unsolicited fax advertisements through the Services is prohibited.

SecureCare Technologies, Inc. understands that receipt of such faxes can impair your use of our Services. Accordingly, SecureCare Technologies, Inc. may develop means to prevent the distribution and receipt of unsolicited fax advertisements to our customers. At SecureCare Technologies, Inc.'s option and without further notice, SecureCare Technologies, Inc. may use technologies and procedures, such as filters, that may terminate such unsolicited fax advertisements without delivering them.

If you believe that you are in receipt of an unsolicited fax advertisement, you should take the following two steps:

- a) If the fax contains a telephone number, fax number, or other contact information to "unsubscribe" from receipt of additional junk faxes, please do so; and
- b) Please submit a suspect fax to SecureCare Technologies, Inc. for investigation by faxing the suspect fax to 1-512-366-8506.

We will investigate your submission and determine if the fax/voicemail number referenced in the spam email or spam fax is a Sfax Number. If it is, we will attempt to prevent such faxes from reaching your account.

CHARGES.

Charges – The Licensee selects an available plan when registering on the Sfax registration page. You agree to pay all charges for your use of Sfax Services at the prices then in effect for your country of residence. All charges will be exclusive of value added ("VAT"), sales or other taxes, except as required by law. Such taxes will be billed to and paid by the Licensor.

SecureCare Technologies, Inc. reserves the right to change prices or institute new charges for access to or use of Sfax services unless you have a signed "Pricing Proposal". All changes will be posted by SecureCare Technologies, Inc. at the SecureCare Technologies, Inc. websites and you are responsible for regularly reviewing such pricing information to obtain timely notice of such changes. Continued use of Sfax Services or non-termination of your Sfax service account after changes are posted constitutes your acceptance of the prices as modified by the posted changes. Per page prices are based on a 60 second transmission time; pages that take longer to transmit may be charged as multiple pages. SecureCare Technologies, Inc. reserves the right to charge a premium on all mobile, cellular, digital, special service numbers, and / or PCS international terminating traffic, as well as the right to adjust any rate to reflect charges in international tariffs, regulatory requirements, taxes, levies or other third party levies.

Your licensing agreement will automatically renew on a monthly basis, unless earlier terminated in writing, via email, to support@sfaxme.com. Thereafter, this license shall be renewable on a month-to-month basis. The Licensee may terminate this License at any time with 30 days written notice.

When subscribing for Sfax services, you agree to pay in advance for monthly service fees and training/setup fees if applicable. If you decide to cancel within the "no-risk guarantee" period, you must submit in writing your intent to cancel by emailing support@sfaxme.com. Refunds will be processed within 30 days of the last day of the "no-risk guarantee" period. At the end of your first month and for each subsequent month of active status, your credit card or debit card will be immediately charged without further authorization from you, unless you provide prior notice that you have terminated this authorization. Overage charges if applicable are included on the monthly invoice directly following the month when such charges are incurred. Such notice will not affect charges submitted before SecureCare reasonably could act on your notice. If recurring charge authorization is terminated by you, then an invoice will be electronically mailed to your business with options to pay via credit card or check. Payment is due within 30 days of the date of invoice. A late fee of 1.5% will be assessed monthly on accounts that are 30 days or greater past due.

Charges are to be paid on a monthly basis in the currency in which billed. If the payment method for your SecureCare account is by credit card and payment is not received by SecureCare from the card issuer or its agents, you agree to pay all amounts due upon demand by SecureCare. Each time you use Sfax Services, or allow or cause Sfax Services to be used, you agree and reaffirm that SecureCare is authorized to charge your designated card. Your card issuer's agreement governs your use of your designated card in connection with SecureCare, and you must refer to such agreement (not this Agreement) with respect to your rights and



liabilities as a cardholder. You agree that SecureCare may (at its option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that SecureCare may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your card issuer.

You agree that SecureCare may submit charges for your usage fees and monthly service fee each month, without further authorization from you, until you provide prior notice that you have terminated this authorization or wish to change your designated card. Such notice will not affect charges submitted before SecureCare reasonably could act on your notice. If you have any question regarding any charges that have been applied to your account, you must contact SecureCare Customer Service Department within 30 days of the charge date. Failure to use your account will not be deemed a basis for refusing to pay any charges submitted by SecureCare in accordance with this Agreement.

SecureCare reserves the right to suspend or terminate your Sfax account without notice upon failure to timely process your credit card payment, rejection of any card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to SecureCare when SecureCare believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to SecureCare.

SecureCare uses PayPal™ to process credit card transactions and therefore refers to their Privacy Policy and other legal agreements in relation to credit card transaction processing and consumer rights.

Disclaimer of Warranties and Limitation of Liability.

SECURECARE TECHNOLOGIES, INC. MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. SECURECARE TECHNOLOGIES, INC. FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This disclaimer includes loss of data resulting from delays, non-deliveries, wrong deliveries, and any or all service interruptions caused by the negligence of SecureCare Technologies, Inc. and its employees or by Customer's errors and omissions.

SecureCare Technologies, Inc. its affiliates, and their respective officers, directors, agents, employees, suppliers and shareholders (collectively, the "SecureCare Technologies, Inc. Entities") shall not be liable and are not responsible for any loss or damage Customer suffers, or any party claiming through or under Customer, as a result of, or related to, the use of the Service including, but not limited to:

- performance of the Internet;
- performance of the telephone network;
- loss or damage resulting from delays, computer virus or interruption of the Service, including deletion or failure to store messages, regardless of cause;
- loss or damage to Customer's equipment, facilities, software or data, arising from mistakes, omissions, interruptions, delays, errors, non-delivery, incorrect delivery, viruses or defects in the transmission of information or data on the Internet; or
- any indirect, incidental, special, punitive or consequential damages, including but not limited to, lost revenues or profits, resulting from or relating in any way to the use of the Service even if the SecureCare Technologies, Inc. Entities have been advised of the possibility of such damages.

You agree to indemnify and hold SecureCare Technologies, Inc. and its agents harmless from any and all claims, losses, damages, judgments, expenses and costs (including any attorney's fees and expenses) arising out of your use of the service, your violation of the terms of this agreement, and the delivery of any of your documents using the service, or the infringement of any trademark or copyright by you.

Termination

SecureCare Technologies, Inc. reserves the right to suspend or terminate services if SecureCare



Technologies, Inc. , in its sole discretion, believes that the service is used for a purpose that is unlawful or prohibited by these terms, conditions, and notices

SecureCare Technologies, Inc. shall have no responsibility to notify any third party, including any third party providers of services, merchandise or information, of any suspension, restriction or termination of your account. SecureCare Technologies, Inc. shall have no obligation to maintain any messages or other content in your account or forward any unread or unsent message to you or any third party.

Any termination of your account shall not relieve you from any amounts owing or any other liability accruing under this Agreement prior to the time that such termination becomes effective.

If you are an Online Subscriber: You may cancel the services, with 30 days written notice, by sending an email requesting cancellation to support@sfaxme.com.

If you have a signed "Pricing Proposal" the termination provision found in the Pricing Proposal applies.

Jurisdiction and Governing Law

You agree that these Terms shall be governed by and construed in accordance with the laws of the state of Texas, and you hereby consent and attorney to the jurisdiction of such province and agree that all disputes shall be tried in the state of Texas in the City of Austin. You expressly waive any right, and agree not to have any dispute under the Terms tried or otherwise determined by a jury, except where required by law.