

Terms and Conditions **Trilobyte Solutions Inc.**

In this Notice and in the licenses referred to below the masculine includes the feminine and the singular includes the plural and vice versa as the context requires or admits.

'Client Track' software, 'Client Track Portal' cloud based service, Client Track Outlook Add-in Software, 'Secure Cloud Send' cloud based service, hereinafter referred to as “service”, is a copyright composition owned by Trilobyte Solutions Inc., hereinafter referred to as “Trilobyte”, "Trilobyte Solutions Inc." or “the licensor”.

Before use either of the free or subscription accounts set out below you should read their respective terms and conditions with care. Unless you have some overriding arrangement to the contrary with Trilobyte Solutions Inc. your signature to, or use of, either license effects your acceptance of that license and of its terms and conditions, hereinafter referred to as “the said terms and conditions”.

If you do not accept those terms and conditions, install, distribute, log in or otherwise use the service or any other service of Trilobyte Solutions Inc. with which either license is included.

If you have paid Trilobyte Solutions Inc. or a Trilobyte Solutions Inc. agent or representative a fee for a subscription account or such other software or service, you may receive a full refund of such payment within thirty (30) days after purchase.

1. Contractual terms:

The following conditions apply to all contracts between the customer and Trilobyte Solutions Inc.. Customers are all users who accept a service from Trilobyte Solutions Inc. against payment or free of charge. The application of these General Terms and Conditions applies to all present and future services of Trilobyte Solutions Inc..

2. Written form:

Deviations from the following conditions must be stipulated in writing.

3. Services from Trilobyte Solutions Inc.:

Trilobyte Solutions Inc. provides customers with a digital infrastructure for uploading and sending data through secure links which can be sent by email or other means. Trilobyte Solutions Inc. also provides encrypted file storage where customers and their invited clients can upload and download files that are stored in encrypted form in our cloud accounts through partner companies (Microsoft Azure)

3a.

The use of Trilobyte Solutions Inc.’s services is either free of charge or through subscription fees. A data volume of 5 Gigabyte (GB) is available to each 'User' the customer subscribes for.

3b.

Trilobyte Solutions Inc. commits itself to transmit data via an encrypted connection.

3c.

Trilobyte Solutions Inc. confirms the successful download through a recipient to the customer through our user interface 'Status' information field and by an optional email the customer can enable. Trilobyte Solutions Inc. makes the data available indefinitely and the data is stored permanently on our system until such time as the customer specifically deletes the data, or the customer's account is closed.

3d.

The customer may optionally set an expiry time (in days) in which the recipient will no longer be able to access the data the customer has sent. The customer may access the data indefinitely even after the secure link has expired for the recipient until such time as they either delete the data themselves, or the account is closed.

3e.

The maximum number of uploads for each secure link is unlimited for recipients within the time period that might have been specified by the customer to 'expire' the secure sharing.

4. You have read and accepted the following:

By accepting the Trilobyte Solutions Inc. terms of use, you agree to the Canada Personal Information Protection and Electronic Documents Act (PIPEDA). If the opportunity for the input of personal or business data (email addresses, name, addresses) is given, the input of these data takes place voluntarily and without obligation on the part of the user. The use and payment of all offered services are permitted - if technically possible and reasonable - without specification of any personal data or under specification of anonymized data or an alias. The use by third parties of contact data such as postal addresses, telephone and fax numbers and e-mail addresses published as part of a registration or comparable information for the purpose of sending information that has not been expressly requested is not permitted. Trilobyte Solutions Inc. expressly reserves the right to take legal action against senders of so-called spam mails who violate this prohibition.

5. Services and support:

With Trilobyte Solutions Inc.'s paid subscription services, you have various functions at your disposal. You are free to transfer an unlimited number of files; the maximum storage capacity is limited to 5GB for the each User paid for in the subscription. Additional storage can be purchased via the user area (optional). All data can be irrevocably deleted via the user account, the deletion of the data is carried out in real time on the security servers of Trilobyte Solutions

Inc. and cannot be undone.

All customers are prohibited from carrying out illegal or punishable actions. The following data is (not exclusively) excluded from the upload:

- Files to which third party rights exist and whose copyrights are violated by the upload and download;
- Child pornographic content;
- Files glorifying violence and racism;
- Instructions on criminal offences
- Ponzi schemes
- Junk mails
- Spam
- Viruses
- Trojans
- Malware
- Chain letters
- Phishing mails
- Hacking

Trilobyte Solutions Inc. is authorized to block the use of Trilobyte Solutions Inc. as a free, or subscriber member without prior notice and to delete the related data. Trilobyte Solutions Inc. expressly reserves the right to take legal action against customers who violate these guidelines and to claim the damages incurred.

6. Paid Subscription Accounts:

In order to take advantage of our Paid Subscription Packages, you must register with your email address and personal information on the website of Client Track Portal or clienttrackportal.com or through an authorized sales representative by email or over the phone.

The Paid Subscription Packages differ in scope of their functions. As a customer, you decide on a package and the number of users and are then guided through the payment process. You agree to provide complete and accurate payment and contact information.

7. Subscription to Paid Subscription Packages:

As a customer, you can choose between a monthly or annual payment plan. In Canada, billing is processed in Canadian dollars (CAD), and in all other countries in US\$. Trilobyte Solutions Inc. will charge, remitt and pay all required taxes required by law in Canada. The customer is responsible for paying all other applicable taxes. Trilobyte Solutions Inc. will only levy taxes if required to do so by law. If the customer is exempt from paying taxes by law, the customer must prove this to Trilobyte Solutions Inc. by an official tax certificate or otherwise.

7a. Means of payment and security:

When processing online payments, we attach great importance to SECURITY and DATA PROTECTION. We therefore work together with Keap (formerly InfusionSoft) and wePay, one of the leading payment service providers. As a paid subscription customer, you can choose from the following means of payment: Visa, Mastercard and AMEX. Billing is based on the desired subscription plan (monthly / yearly) of the respective package. The package extends monthly and annually, until revoked by cancellation or deletion of the account.

7b. Account deletion:

To delete a member account, it is possible to send a message via email. After a security verification, the member receives an e-mail from support, where the deletion of the account must be confirmed. All data and existing memberships will be deleted from this time onwards.

7c. Account cancellation:

In order to cancel a membership from a account, it is possible to cancel the contract with Trilobyte Solutions Inc. via email. The cancellation automatically takes effect at the end of the booked term. Both parties, Trilobyte Solutions Inc. and the customer, are entitled to terminate the contract if the other party violates an essential contractual obligation of these GTC and does not remedy / refrain from the breach of duty despite setting a deadline within 30 days from receipt of a written notification.

8. Data management:

As part of a paid subscription membership, you will receive an overview of all transferred data. Depending on your membership status, we offer you an overview of the following options in your online login user interface.

Important:

These options are only available to you if you have made a data transfer via your logged in member account:

Date of data transfer

Display receiver

Message text
Unlimited Download
Download link
Resubmission
Expiration date of data
File search
Display of storage
Management of files / folders

Reservation of ownership - Trilobyte Solutions Inc. does not claim ownership of the transmitted data or knowledge of content.

Limited authorization - The customer grants Trilobyte Solutions Inc. the limited rights exclusively to the extent necessary for the provision of selected paid subscription services (e.g. for hosting stored data). This permission is transferable to our partner companies and to third party vendors working with Trilobyte Solutions Inc. to provide the service. By using our service, you agree that Trilobyte Solutions Inc. cannot be held responsible for any failure to provide the services in question, loss of data or damage to information or the contents of a file. Trilobyte Solutions Inc. strongly recommends each customer to backup data on another server, hard disk or storage device.

9. Registration and chargeable use:

There is a registration possibility to increase or remove the limitation of data volume.

9a.

Registration is carried out by entering the e-mail address and choosing a password. The password must be at least eight digits in length.

10. Warranty of the customer:

The customer bears full responsibility for the content of the data.

10a.

The following data (non-exclusively) are excluded from the upload:

1. Files to which third party rights exist and whose copyrights are infringed by the upload and download;
2. Child pornography;
3. Files glorifying violence and racism;
4. Instructions on criminal offences;

11. Warranty, fiduciary duty and trade secret:

Trilobyte Solutions Inc. guarantees to the customer that all data transmitted by and through Trilobyte Solutions Inc. will be treated carefully and conscientiously. Data necessary for registration will not be passed on to third parties by Trilobyte Solutions Inc..

12. Disclaimer:

Trilobyte Solutions Inc. assumes no liability for the accuracy, copyright or legality of the data to be transmitted. The list is not exhaustive. Trilobyte Solutions Inc. does not assume liability for a wrong transfer or a transfer not carried out.

13. Server infrastructure / uptime:

Trilobyte Solutions Inc. makes its digital infrastructure available 24 (twenty-four) hours a day. Trilobyte Solutions Inc. assumes no liability if the availability quota of 99% is not met.

14. Advertising on Trilobyte Solutions Inc.:

Advertising partners have the possibility to place advertisements with Trilobyte Solutions Inc.. The following options are available when booking an advertising campaign.

- Number of advertisements displayed (day, week, month)
- Duration of the advertising insert
- Link to the website
- Specification of an advertising text
- Targeted marketing by country

14a. Advertising partners have access to a statistics area where the following information can be viewed:

- Click statistics
- Number of advertising inserts
- Duration of the campaign
- Status query
- Anonymous Editing user data

15. Violation of the General Terms and Conditions: If the customer disregards these GTC, Trilobyte Solutions Inc. is entitled to block the use of Trilobyte Solutions Inc. without prior notification and to delete the associated data.

15a. By clicking on the download button and activating the download of the data to the personal computer, the recipient of the data confirms that he has read Trilobyte Solutions Inc.'s General Terms and Conditions and Data Protection Guidelines. The Trilobyte Solutions Inc. may inform the recipients about deceptive e-mails, system changes and new functions directly by e-mail.

15b. Trilobyte Solutions Inc. expressly reserves the right to take legal action against customers

who violate these General Terms and Conditions and to assert the damage incurred.

16. Severability clause:

Should individual provisions of this agreement be ineffective or incomplete or should fulfillment become impossible, this shall not affect the effectiveness of the remaining parts of the agreement. In this case, Trilobyte Solutions Inc. and the customer undertake to replace the invalid provision immediately with a valid provision that comes closest to the original intention.

17. Applicable law and place of jurisdiction:

The contractual relations between the parties shall be governed exclusively by Canadian substantive law. For all disputes arising in connection with this contract, the ordinary courts at Trilobyte Solutions Inc. (Canada) have jurisdiction. For the sake of simplicity, only the masculine form is used. General Terms and Conditions of Trilobyte Solutions Inc. customer for a pleasant and transparent business relationship, please see our terms and conditions for the use of Paid Subscription Accounts and free accounts. These General Terms and Conditions serve as a legally binding document between Trilobyte Solutions Inc. and the paid subscription customer, or a free account and we advise you to read the guidelines in connection with our General Terms and Conditions carefully.

18. User area:

Trilobyte Solutions Inc. allows every registered customer with the status Free, and subscription account to view the account settings. Depending on the member status, the options visible in the user account can be activated or inactive.

18a. Account password protection:

After registration we recommend our customers to change the password in their account. For your own security, please use a password consisting of numbers, letters and special characters. The password of your member account should contain at least 8 digits.

Trilobyte Solutions Inc. has no access to the passwords of the members. If you have forgotten your password, you can request a new password by entering your e-mail address on the login page.

If you have any further questions, please contact our team at or read our FAQ.

19. Contact list:

Recipients are automatically saved in the contact list during the transfer and can be edited by members with the status Free and Subscription. Saved recipients are assigned during repeated dispatch in the interface of a Free and Subscription Member. Trilobyte Solutions Inc. will treat all data strictly confidential and is not authorized to share contact data with third parties or to

use it for advertising purposes.

20. Personalized distribution:

Optimize your account with your own logo, personal login URL and give your emails an attractive layout with recognition value. With the subscription account status, the following options are available to you:

20a. Trilobyte Solutions Inc. Customized Login URL:

Define your login URL, and allow your free invited clients to login through your own customized login page with your logo visible. Please note that after entering the URL no subsequent changes are possible.

20b. E-Mail Logo:

Your logo / graphic can optionally be displayed as part of the secure landing that your recipients access in order to see the secured content you have sent them. For an optimal presentation please make sure that the images are uploaded in .png or .gif format (transparent background).

20c. Title of your company:

The title appears in the upper left hand corner of your web based account when you expand the side menu.

20d. You have read and accepted the following:

When using the Trilobyte Solutions Inc. account, it is prohibited to use URLs, titles, logos or image data to which third party rights exist and whose copyrights are infringed, as well as data containing violence glorifying and racist, sexist or political graphics / statements. Trilobyte Solutions Inc. reserves the right to block accounts, which oppose this legal basis.

The Trilobyte Solutions Inc. customer guarantees that he possesses all necessary rights for the publications in his account. The customer indemnifies Trilobyte Solutions Inc. from all claims of third parties which may arise due to the violation of statutory provisions. Furthermore, Trilobyte Solutions Inc. is released from the costs for the necessary legal defence. The customer is obliged to support Trilobyte Solutions Inc. in good faith with information and documents in the legal defence against third parties. Trilobyte Solutions Inc. expressly reserves the right to take legal action against customers who violate these General Terms and Conditions and to assert the damage incurred.

21. Mailing / status mails / newsletter:

By confirming these terms and conditions and using Trilobyte Solutions Inc., which results from an upload, download or registration, you confirm that Trilobyte Solutions Inc. will send you

status mails.

After uploading a file, users receive a confirmation email and Trilobyte Solutions Inc. notifies them of a successful or failed download. The sending of status mails does not include the notification of registration messages, forgotten password, payment information, etc.

21a. Mailing / newsletter:

Trilobyte Solutions Inc. reserves the right to send periodic emails to its users notifying them of product updates, security updates, announcements - or updates to Trilobyte Solutions Inc..com. At all times the user is offered the opportunity to unsubscribe from the information emails by means of a unsubscribe link.

22. Severability clause:

Should individual provisions of this agreement be invalid or incomplete, or should performance become impossible, this shall not affect the validity of the remaining parts of the agreement. In this case, Trilobyte Solutions Inc. and the customer undertake to replace the invalid provision immediately with a valid provision that comes closest to the original intention in terms of its content.

23. Applicable law and place of jurisdiction:

The contractual relations between the parties shall be governed exclusively by Canadian substantive law.

For all disputes arising in connection with this agreement, the ordinary courts at the seat of Trilobyte Solutions Inc. (Canada) shall have jurisdiction. For the sake of simplicity, only the male form is used.

24. Warranty:

THE SERVICE IS BEING PROVIDED "AS IS WHERE IS" WITHOUT WARRANTY OF ANY KIND. TRILOBYTE SOLUTIONS INC. HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN RESPECT OF THE SERVICE, DOCUMENTATION AND/OR SERVICES PERFORMED BY TRILOBYTE SOLUTIONS INC., ITS AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AS TO NON-INFRINGEMENT RELATED TO THE SERVICE OR DOCUMENTATION LICENSED AND PROVIDED HEREUNDER, provided that some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply. The Customer hereby assumes all responsibility for the selection of the Service to achieve its intended results and furthermore it assumes sole responsibility for the installation, use and the results obtained from the Service. Trilobyte Solutions Inc. does not warrant that the functions or features contained in the Service will meet the Customer's requirements or that the operation of the Service will be uninterrupted or error free, or that defects in the Service will be

corrected.

25. Misuse:

Any warranties given hereunder will not apply if: (i) the Service is not used in accordance with Trilobyte Solutions Inc.'s instructions, (ii) the Service has been altered, modified or converted by the Customer without the prior written approval of Trilobyte Solutions Inc., (iii) the maintenance or warranty call relates to any of Customer's equipment on or with which the Service operated malfunctions or (iv) part or all of the Service becomes inoperative as a result of any other cause beyond the reasonable control of Trilobyte Solutions Inc..

26. Indemnification:

The Customer agrees to indemnify and hold Trilobyte Solutions Inc. and (as applicable) our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any costs, claim or demand (including but not limited to legal fees and judgments involving injury or death of persons or damage to or loss of property) made by any third party due to or arising directly or indirectly out of this Agreement, including but not limited to the Customer's use of the Service, or the Customer's violation of any law or the rights of a third party. Notwithstanding the above, Trilobyte Solutions Inc. will defend any action brought against the Customer to the extent that it is based upon a claim that the Service used within the scope of this Agreement infringes upon a copyright or patent of the U.S. or Canada or a member state of the European Union, and Trilobyte Solutions Inc. will pay damages reasonable costs and legal fees attributable to such claim which are awarded against the Customer providing that the Customer promptly notifies Trilobyte Solutions Inc. in writing of the claim, or notice of claim, and that Trilobyte Solutions Inc. has complete control of the defense and/or settlement of such claim and the full cooperation of the Customer, provided such control is exercised reasonably. The foregoing states Trilobyte Solutions Inc.'s entire liability to the Customer with respect to infringement. In the event any such claim is made, Trilobyte Solutions Inc. may at its option and expense, in addition to its obligation to defend and indemnify, either (i) procure for the Customer the right to continue the use of the Service or (ii) replace or modify the Service to make its use non-infringing.

27. Limitation of Liability:

Notwithstanding any other term to the contrary in this agreement, TRILOBYTE SOLUTIONS INC. SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, INCREASED COSTS OF OPERATION, LITIGATION COSTS AND THE LIKE, OR ANY OTHER PECUNIARY LOSS) WHETHER BASED UPON A CLAIM OR ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF THE SERVICE, OR THE PROVISIONS OR FAILURE TO PROVIDE SUPPORT SERVICES, REGARDLESS OF WHETHER TRILOBYTE SOLUTIONS INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TRILOBYTE SOLUTIONS INC.'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY THE CUSTOMER, IF ANY, TO

TRILOBYTE SOLUTIONS INC. FOR THE SERVICE FROM WHICH DAMAGES RESULT.

28. Improvements:

Any modifications to the Service by any party become the property of Trilobyte Solutions Inc..

29. Export restrictions:

THIS LICENSE AGREEMENT IS EXPRESSLY MADE SUBJECT TO ANY LAWS, REGULATIONS, ORDERS OR OTHER RESTRICTIONS ON THE EXPORT FROM CANADA OF THE TRILOBYTE SOLUTIONS INC. SERVICE (OR COMPONENTS THEREOF) OR OF INFORMATION ABOUT THE TRILOBYTE SOLUTIONS INC. SERVICE WHICH MAY BE IMPOSED FROM TIME BY THE GOVERNMENT OF CANADA. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, THE CUSTOMER SHALL NOT EXPORT OR RE-EXPORT, DIRECTLY OR INDIRECTLY, ANY TRILOBYTE SOLUTIONS INC. SERVICE (OR COMPONENT THEREOF) OR INFORMATION PERTAINING THERETO TO ANY COUNTRY TO WHICH SUCH EXPORT OR RE-EXPORT IS RESTRICTED OR PROHIBITED, OR AS TO WHICH SUCH GOVERNMENT OR ANY AGENCY THEREOF REQUIRES AN EXPORT LICENSE OR OTHER GOVERNMENTAL APPROVAL AT THE TIME OF EXPORT OR RE-EXPORT WITHOUT FIRST OBTAINING SUCH LICENSE OR APPROVAL.

30. General:

Trilobyte Solutions Inc. may assign its rights hereunder without consent of or notice to the Customer. The Customer may not assign its rights hereunder without the written consent of Trilobyte Solutions Inc.. Neither party shall be responsible for any failure or delay in complying with the terms of this Agreement resulting from events of force majeure beyond the control of either party which could not be avoided by exercise of due care. In the event that any provision (or part thereof) of this Agreement shall not be enforceable, the remainder of this Agreement (and the remainder of the provision or part of which is held not enforceable, as the case may be) shall remain in full force and effect. This Agreement shall be governed in accordance with the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein, other than rules governing conflict of law. The Convention of Contracts for the International Sale of Goods shall not apply to this Agreement nor to any dispute arising therefrom. The parties are not agents or legal representatives of each other. The provisions in this paragraph along with the provisions in Articles 3, 5, 7, 8, 9, 10, and 11 shall survive termination of this Agreement. Trilobyte Solutions Inc. shall have the right to attend at the premises of the Customer during business hours upon reasonable prior notice in order to verify that the Service is being used in compliance with this Agreement. This Agreement sets forth the entire agreement of the parties with respect to the subject matter contained herein, and no oral or written statement or representations not contained herein shall have any force or effect.