

SAFEKEEPING TERMS OF USE

Safekeeping LLC ("Safekeeping") helps families and authorized representatives monitor the health and wellness of their loved ones in the care of medical facilities including, but not limited to, long-term care (LTC), assisted living, memory care, hospice, and home health ("Medical Service Providers"). By integrating with Medical Service Provider records, including electronic medical records (EMRs), Safekeeping securely delivers patient data from Medical Service Providers to designated family members' or authorized representatives' computers and mobile devices.

The following Terms of Use outline your obligations when using the Safekeeping website, mobile applications, and services.

1. Acceptance of Terms

The Safekeeping Internet site available at www.safekeepinapp.com, the Safekeeping mobile application, any and all related sites and mobile applications, and the various content, features, and services offered on and in connection with these sites and applications (collectively, the "Site and Services") are owned and operated by Safekeeping and can only be accessed and used by you under these Terms of Use ("Terms of Use").

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, DOWNLOADING, OR USING ANY OF THE SITE AND SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE SITE AND SERVICES.

2. Modification of Terms of Use

Safekeeping may, in its sole discretion, modify these Terms of Use at any time effective upon posting the modified Terms of Use on and in connection with the Site and Services, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Site and Services to obtain timely notice of such changes, and if you do not agree to the amended terms, you agree to immediately stop using the Site and Services and to provide Safekeeping notice to remove you from any distribution lists or other communication list that are available to you through your use of the Site and Services.

YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE.

3. Use of the Site and Services

Subject to full compliance with these Terms of Use, Safekeeping grants authorized users a nonexclusive, nontransferable, nonsublicensable, terminable license to access and use the Site and Services for your personal use. You agree to not access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, or otherwise exploit the Site and Services or any of their content for any purpose except for your personal use and as described in this Terms of Use, without the express written consent of

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Safekeeping. Safekeeping may modify, update, suspend or discontinue the Site and Services, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. Safekeeping shall not be liable to any user or other third party for any such modification, update, suspension or discontinuance.

4. User Authorization and Registration

A Medical Service Provider has confirmed to Safekeeping that you are authorized to receive Patient Information through the Site and Services. Safekeeping has provided you with login information and an initial password to access the Site and Services. Upon registration, you agree to provide current, accurate, and complete information about you as is required to register to use the Site and Services and at other points as may be required in the course of using the Site and Services, including your complete legal name, street address, phone number(s), email address, and such other information as may be requested by Safekeeping ("Registration Data"). Further, you agree to maintain and update your Registration Data as required to keep it current, accurate, and complete. You agree that Safekeeping may store and use the Registration Data you provide in connection with your use of the Site and Services in accordance with Safekeeping's Privacy Policy ("Privacy Policy," which is incorporated into this Agreement by reference). Safekeeping has the right, but not the duty, to confirm or otherwise verify or check, in its sole discretion, the truth and accuracy of any registration information at any time. Safekeeping may terminate your rights to the entire Site and Services, if any information you provide is false, incomplete or inaccurate.

Except as expressly set forth in this Agreement, you will protect the confidentiality of the Site and Services and any Content obtained through the Site and Services, and will not distribute or otherwise make available the Site and Services, or any portion of the Site and Services, in any form to any third party. Any rights you may possess in the Site and Services expire upon expiration or termination of this Agreement. You will employ the security measures necessary to prevent unauthorized users from accessing the Site and Services including your user ID and password ("Login Information"). You are solely responsible for the maintenance and protection of your Login Information. You accept responsibility for, and will be liable for all access to the Site and Services in connection with your Login Information. Without the prior written consent of Safekeeping, you will not utilize the services of any third party to assist you in using the Site and Services. Further, you will be responsible for all activities that occur under or in connection with your account and your use of the Site and Services.

In addition to the other representations and warranties contained in this Agreement, you further represent, warrant, and covenant to Safekeeping the following:

- a. All information you provide to Safekeeping as part of the registration process or otherwise will be truthful, accurate and complete, irrespective of any independent verification or other determination made by Safekeeping;

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b. You are legally authorized in accordance with applicable Law to access any and all Patient Information that you access through the Site and Services for all uses contemplated under this Agreement;

c. This Agreement has been duly and validly authorized, accepted, agreed to, and delivered to you (or your authorized representative) and constitutes a legal, valid, and binding obligation, enforceable against you in accordance with this Agreement. You represent that you have full power, capacity and authority to enter into this Agreement.

5. User Conduct

As a condition of your access and use of the Site and Services you agree not to use the Site and Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by Safekeeping. By way of example, and not as a limitation, you agree not to:

a. Transmit, access, or communicate any data that you do not have the right to transmit, access, or communicate under applicable Law, including the Health Insurance Portability and Accountability Act of 1996 as modified by the Health Information Technology for Economic and Clinical Health Act and all rules, regulations, and related laws and acts promulgated under and in connection therewith (collectively, "HIPAA"), under similar more stringent state laws, or under a contractual or fiduciary relationship;

b. Interfere with or disrupt or circumvent the Site and Services;

c. Intentionally or unintentionally violate any applicable local, state, federal, or international Law, including laws relating to medical records, protected health information, personally identifiable information, and any regulations, requirements, procedures or policies in force from time to time relating to the Site and Services;

f. Use the Site and Services while driving.

g. Use the Sites and Service in any manner that violates any relevant law or that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third party's rights of privacy, publicity, contractual rights, fiduciary rights or intellectual property rights;

h. Reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the Site and Services;

i. Knowingly provide or submit false or misleading information;

j. Attempt to gain unauthorized access to the Site and Services, other user accounts, or other computer systems or networks connected to the Site and Services;

k. Use the Site and Services in any way that could interfere with the rights of Safekeeping, the rights of any patient whose Information is accessed through the Site and Services, or the rights of other users of the Site and Services;

l. Attempt to gain unauthorized access to any portion or feature of the Site and Services, or any other systems or networks connected to the Site and Services or to any server used by Safekeeping by hacking, password 'mining' or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other Site and Services user;

m. Sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms of Use;

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n. Transmit or submit any transmission or other materials that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise harm the Site and Services;

o. Access, download, monitor, or copy any information contained on the Site and Services through artificial means (including but not limited to use any 'deep-link', 'scraper', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process), or in any way reproduce or circumvent the navigational structure or presentation of the Site and Services or any content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the Site and Services; or

p. Probe, scan or test the vulnerability of the Site and Services or any network connected to the Site and Services, nor breach the security or authentication measures on or of the Site and Services or any network connected to the Site and Services. You may not reverse look-up, trace or seek to trace any information on any other user of the Site and Services, or any other user of Safekeeping, including any Safekeeping account not owned by you, to its source, or exploit the Site and Services or any service or information made available or offered by or through the Site and Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information other than information you are expressly authorized to access through the Site and Services.

6. Patient Information

You acknowledge and agree that the Site and Services may be used to transmit, collect, access, manage, and display Patient Information by and among you and other authorized users, Medical Service Providers, and their employees and contractors. You acknowledge and agree that Patient Information related to the Patient Information you are authorized to receive may be stored by Safekeeping and/or its licensees and service providers in connection with providing the Site and Services, as well as shared among other authorized users of the Site and Services. You acknowledge and agree that the Patient Information stored by Safekeeping shall not serve as the system of record for any patient, personal representative of a patient, health care provider, any business associate of a health care provider, or any affiliates of the foregoing. "Patient Information" means, collectively, information and data related to the provision of health care to patients, their health status, medical records, and related information and documents, including consent to treatment forms, authorization to disclose medical information forms, Medicare forms, Medicaid forms, living wills, Directives to Physicians and Family or Surrogates, Medical Powers of Attorney, Out-of-Hospital Do-Not-Resuscitate Orders, Declarations of Mental Health Treatment, images, reports, and lab and test results, medical treatments performed by you and/or other Healthcare Providers, and other "protected health information," as defined under HIPAA and similar terms as defined by state, federal, or international Law. You agree that your use of any and all Patient Information will be in compliance with HIPAA and all other applicable Laws.

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7. Medical Advice and Treatment

Safekeeping does not provide medical advice, diagnosis, or treatment. You acknowledge and agree that the Site and Services are merely a conduit for information related to a patient who has, directly or indirectly, authorized you to receive that information from a Medical Service Provider, including independent third party healthcare providers, physicians, physician assistants, nurses, paramedics, emergency care responders, other physician extenders, healthcare systems, healthcare facilities, or other providers of healthcare services (collectively, "Healthcare Providers(s)"). You acknowledge and agree that the Healthcare Providers are solely responsible for and have complete authority, responsibility, supervision, and control over the provision of medical services, advice, instructions, treatment decisions, and other professional health care services performed for any Patient whose information you are authorized to access under this Agreement, and that all diagnoses, treatments, procedures, and other professional health care services are provided and performed exclusively by or under the supervision of Healthcare Providers as they, in their sole discretion, deem appropriate. You further acknowledge and agree that Safekeeping does not provide or endorse any medical advice or treatment on or through the Site and Services and no information obtained through the Site and Services can be so construed or used. Safekeeping has and exercises absolutely no control, authority, or supervision over the provision of any medical services or other professional health care services. The use of the Site and Services, all text, graphics, images, audio content, audiovisual content, data, other materials, and any other information provided on, entered into, or made available through the Site and Services, including all healthcare related information (collectively, "Content"), whether provided by Medical Service Providers, Healthcare Providers, or other third parties is solely your responsibility. Safekeeping has made and will make all reasonable efforts in accordance with applicable laws and agreements to safeguard the integrity and availability of the Content. Further, when using the Site and Services, information may be transmitted over a medium that may be beyond the control and jurisdiction of Safekeeping. Accordingly, Safekeeping assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Site and Services that is reasonably determined to be beyond Safekeeping's control.

The Content was created and is maintained and provided to Safekeeping solely by the participating Medical Service Provider. Although Safekeeping will work with participating Medical Service Providers to strive for the most current and accurate data, it has not, will not, and cannot verify the accuracy and completeness of the Content. The accuracy and completeness of the Content is entirely the responsibility of the Medical Service Providers and/or Healthcare Providers. You understand, therefore, that Safekeeping shall not be liable to you for any errors, omissions, or inaccuracies contained in the Content.

8. Disclaimer of Warranties

THE SITE AND SERVICES, AND ANY THIRD PARTY TECHNOLOGY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT

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WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SAFEKEEPING, ITS LICENSORS, AND SUPPLIERS MAKE NO WARRANTY, REPRESENTATION, OR GUARANTY:

A. TO THE SEQUENCE, ACCURACY, TIMELINESS, RELEVANCE, OR COMPLETENESS OF THE SITE AND SERVICES;

B. AS TO ANY INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE SITE AND SERVICES REGARDING TREATMENT OF MEDICAL CONDITIONS, ACTIONS, DIAGNOSES, PROCEDURES, APPLICATION OF MEDICATION, OR OTHER PROVISION OF HEALTHCARE SERVICES;

C. THAT THE SITE AND SERVICES MAY BE RELIED UPON FOR ANY REASON, THAT THE USE OF THE SITE AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, YOUR USE OF THE SITE AND SERVICES, AND ANY THIRD PARTY TECHNOLOGY IS AT YOUR OWN RISK. SAFEKEEPING DOES NOT WARRANT THAT THE SITE AND SERVICES OR THIRD PARTY TECHNOLOGY WILL MEET YOUR SPECIFIC REQUIREMENTS. TO THE EXTENT THAT SAFEKEEPING MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

9. Limitation of Liability

THE SITE AND SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, FAILURE, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SAFEKEEPING IS NOT RESPONSIBLE FOR ANY DELAYS, FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

EXCEPT WHERE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL SAFEKEEPING BE LIABLE TO YOU OR ANY OTHER PERSON FOR DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, COSTS, EXPENSES OR LOSSES OR LOST PROFITS IN CONNECTION WITH THE SITE AND SERVICES OR OTHERWISE RELATED TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION WILL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. SAFEKEEPING WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT BECAUSE OF CIRCUMSTANCES BEYOND ITS CONTROL, WHICH CIRCUMSTANCES INCLUDE NATURAL DISASTER, TERRORISM, THIRD PARTY LABOR DISPUTES, WAR, DECLARATIONS OF GOVERNMENTS, TRANSPORTATION DELAYS, FAILURE OF HARDWARE, EQUIPMENT, OR TELECOMMUNICATIONS FAILURE. SAFEKEEPING WILL NOT BE LIABLE FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT BECAUSE OF YOUR MISUSE OF THE SITE AND SERVICES BY

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YOU OR ANY OTHER PERSON. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IN THE EVENT THAT ANY EXCLUSIVE REMEDY PROVIDED HAS FAILED OF ITS ESSENTIAL PURPOSE. FURTHER, IN NO EVENT WILL SAFEKEEPING BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF ANY USE OR MISUSE OF ANY THIRD PARTY TECHNOLOGY. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY. IN NO EVENT SHALL THE LIABILITY OF SAFEKEEPING FOR ANY LOSS RELATED TO USE OR INABILITY TO USE THE APP EXCEED \$5.00 U.S. In some jurisdictions, limitations or exclusions of liability or damages are not permitted. In such jurisdictions, some of the foregoing limitations and exclusions may not apply to you.

10. Indemnification

YOU WILL INDEMNIFY, DEFEND, AND HOLD INDEMNITEES (AS DEFINED BELOW) HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES ARISING FROM OR ATTRIBUTABLE TO (1) INFORMATION REGARDING THE PROVISION OF MEDICAL SERVICES AND TREATMENT OF PATIENTS IN CONNECTION WITH YOUR USE OF THE SITE AND SERVICES OR OTHERWISE; (2) YOUR BREACH OF ANY OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS, OR OTHER AGREEMENTS MADE UNDER THIS AGREEMENT; (3) ANY CLAIMS BY OR DISPUTES RELATED TO YOUR USE OF THE SITE AND SERVICES; (4) ANY INFORMATION YOU PROVIDE TO THE SITE OR SERVICES OR OTHERWISE RECEIVE, TRANSMIT, OR RELY UPON USING THE SITE AND SERVICES; AND (5) BREACH OF CONFIDENTIALITY RELATED TO YOUR USE OF THE SITE AND SERVICES.

a. The Indemnitee will give you written notice of any Claim for which indemnification is sought. However, failure to provide such notice will not relieve you from your liability or obligations under this Agreement, except to the extent you are materially prejudiced as a direct result of such failure. The Indemnitee will cooperate with you at your expense in connection with the defense and settlement of the Claim. You may not settle any indemnified Claim in a manner that adversely affects the Indemnitee without its prior written consent. Further, the Indemnitee may participate in the defense of the Claim through counsel of its own choosing at its own cost and expense. If you fail to promptly assume the defense and employ counsel reasonably satisfactory to Indemnitee, or the Indemnitee has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnitee, the Indemnitee may employ separate counsel, in addition to local counsel, to represent or defend such Indemnitee in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred. To the extent indemnification requires the payment of monies owed, such indemnification will occur as soon as reasonably possible after the determination of monies owed, and payment to the Indemnitee will be made within 30 days of a final determination of monies owed. Your obligations under this

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Section are in addition to any rights that any Indemnitee may have at common law or otherwise.

b. "Claim" means each and every claim, request, accusation, allegation, assertion, complaint, petition, demand, suit, action, proceeding, and cause of action of every kind and description. "Indemnitee" means Safekeeping, its affiliates, and its and their respective officers, directors, shareholders, managers, members, agents, employees, representatives, successors, and assigns. "Loss" means each and every liability, loss, damage, and injury (including injury or damage to any property right, and injury, damage, or death to any Person), wound, wrong, hurt, harm, expense, deficiency, diminution in value, obligation, expenditure and disbursement of any kind or nature (including all fees, costs, and expenses of investigation, travel expenses, and value of time expended by personnel), settlement, fine, fee, cost, cost of court, and all expenses of litigation (including reasonable attorneys' fees) incident to any of the foregoing.

11. Release

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE USERS OF THE SITE AND SERVICES FOR ANY REASON, YOU RELEASE SAFEKEEPING (AND ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, AGENTS, SUBSIDIARIES, REPRESENTATIVES, AND EMPLOYEES) FROM ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

12. Term

Unless otherwise terminated by Safekeeping as provided for in this Agreement, this Agreement will remain in effect for so long as Safekeeping licenses the use of the Site and Services to you.

13. Termination

You may terminate this Agreement with immediate effect at any time.

Without limiting other remedies, Safekeeping may, in its sole discretion and without prior notice, terminate your access to the Site and Services for violations of this Agreement or other agreements or guidelines, which may be associated with your use of the Site and Services, or if Safekeeping deems it necessary in its sole discretion. Safekeeping may also terminate your access to the Site and Services upon notification from a Medical Service Provider or from a patient that your authorization to receive Content concerning that patient has expired or otherwise terminated or been revoked, or upon the expiration of Safekeeping's right to receive Content from the Medical Service Provider that provides the Content you had been authorized to access, in which cases Safekeeping will immediately and without prior notice terminate your access to the Site and Services.

Upon any termination, you must immediately cease accessing or using the Site and Services and agree not access or make use of, or attempt to use, the Site and Services.

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Furthermore, you acknowledge that Safekeeping reserves the right to take action -- technical, legal or otherwise -- to block, nullify or deny your ability to access the Site and Services. You understand that Safekeeping may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to Safekeeping.

14. General Provisions

a. Entire Agreement. This Agreement, the Privacy Policy, and any other terms of use, or other guidelines (collectively, "Other Terms") provided by Safekeeping through or in connection with the Site and Services contain the entire understanding of the parties with respect to the subject matter of this Agreement and supersede all previous verbal and written agreements between the parties concerning the subject matter of this Agreement. To the extent that any Other Terms conflict with any provision of this Agreement, this Agreement will control. The Site and Services are the property of Safekeeping. Safekeeping reserves the right to change, add or remove portions of this Agreement or the Site and Services at any time and at its sole discretion. Your continued use of the Site and Services following the posting or delivery to you of any changes means that you accept and agree to such changes. Additional terms and conditions may exist between you and third parties, including but not limited to, Medical Service Providers and others. You represent and warrant that those third party agreements do not interfere with your obligations and duties to Safekeeping under these Terms of Use.

b. Governing Law/Waiver of Trial by Jury. These Terms of Use and the relationship between you and Safekeeping will be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in or serving Hamilton County, Indiana and waive any defense of lack of personal jurisdiction or improper venue or *forum non conveniens* to a claim brought in such court, except that Safekeeping may elect, in its sole discretion, to litigate the action in the county or state where any breach by you occurred or where you can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Site and Services or these Terms of Use shall be filed within one (1) year after such claim or cause of action arose or will forever be barred. If for any reason a court of competent jurisdiction finds any provision, or portion of any provision, to be unenforceable, the remainder of this Agreement will continue in full force and effect. EXCEPT WHERE PROHIBITED BY LAW, THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

c. Notices. By use of the Site and Services, you consent to receive electronic communications from Safekeeping (via email or via a posting on the Site), and you agree that any such communications satisfy any legal requirement to make such communications in writing. You also agree that Safekeeping may communicate any notices to you under these Terms of Use, through electronic mail, regular mail or posting the notices on the Site and Services. All notices to Safekeeping will be provided

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by either sending: (i) an email to sitenotice@safekeeping.com; or (ii) a letter, first class certified mail, to Safekeeping, 1128 West 73rd Street, Indianapolis, IN 46060, Attn: User Services. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

d. Severability. The provisions of this Agreement are severable. The invalidity, in whole or in part, of any provision of this Agreement will not affect the validity or enforceability of any other of its provisions. If one or more provisions of this Agreement are declared invalid or unenforceable, the remaining provisions will remain in full force and effect and will be construed in the broadest possible manner to effectuate the purposes of this Agreement. The parties further agree to replace such void or unenforceable provisions of this Agreement with valid and enforceable provisions that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provisions.

e. Captions. The headings and captions of this Agreement are inserted for reference convenience and do not define, limit, or describe the scope or intent of this Agreement or any particular section, paragraph, or provision of this Agreement. Unless otherwise expressly provided, the words "include(s)," "included," or "including" do not limit the preceding words or terms. Pronouns will refer to the masculine, feminine, neuter, singular, or plural as the context will require.

f. Waiver. The failure or delay of Safekeeping to exercise or enforce any rights or provision of this Agreement does not constitute a waiver of such right or provision.

g. Survival. All provisions of these Terms of Use which by their nature should survive termination shall survive the termination of your access to the Site and Services, including, without limitation, provision regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

h. You expressly acknowledge that you have read this Agreement and understand the rights, obligations, terms, and conditions set forth herein. By accepting a user account, and/or installing the Safekeeping App, you expressly consent to be bound by its terms and conditions and grant Safekeeping the rights set forth herein.

I have read, agree to, understand, and accept the terms of the Terms of Use contained herein.

Last Updated 01/01/2019.