

NoteVault Referral Program Terms and Conditions

PLEASE READ THE FOLLOWING NOTEVAULT REFERRAL PROGRAM TERMS AND CONDITIONS ("PROGRAM TERMS") CAREFULLY BEFORE PARTICIPATING IN NOTEVAULT, INC.'S ("NOTEVAULT") REFERRAL PROGRAM (THE "PROGRAM"). YOUR PARTICIPATION IN THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF ALL PROGRAM TERMS.

Your participation in and use of the Program is strictly subject to the Program Terms ("Terms"), NoteVault Referral Program terms, and the NoteVault Privacy Policy. If you have any questions about the Program, the Terms, NoteVault Referral Program terms, our Privacy Policy, or any other policies or terms applicable to your participation in the Program, please email us at marketing@notevault.com.

Program Summary

All members of the public who are at least eighteen (18) years of age and able to contract in their own names are eligible to participate in the Program. NoteVault will compensate You through prepaid gift cards based on the number of successful referrals (that become customers) that you provide to NoteVault who become successful referrals as further specified below. You may only be compensated for one referral per paying account.

Participant Enrollment; Termination

A Participant hereunder is a NoteVault customer or other member of the public who supplies a valid referral contact within NoteVault's website ("Website"). By registering, You represent and warrant to NoteVault as follows: (a) You are at least eighteen (18) years or older and able to contract in Your own name; (b) You have carefully read these Terms; (c) You fully understand that these Terms create legally binding obligations on Your part; and (d) these Terms have been duly and validly accepted/executed by You and constitute Your legal, valid, and binding obligation, enforceable against You in accordance with their terms. You further represent and warrant to, and covenant with, NoteVault that the personal information concerning Yourself or third parties which You may provide to NoteVault under the Terms and through the Program is being disclosed to NoteVault with the valid consent of the individuals to whom the personal information relates and that such disclosure will not violate any applicable laws, regulations or rules, or third-party rights including, without limitation, publicity, consumer, copyright, trademark, obscenity, defamation, privacy, data protection and anti-spam laws, regulations or rules. You agree to defend, indemnify and hold harmless NoteVault (and its parent companies, subsidiaries, affiliates, directors, officers, employees and agents) from and against any third-party claims, actions or demands (including, without limitation, costs, damages, reasonable legal and other fees, and the costs of responding to an external privacy investigation or audit) alleging, or resulting from, or in connection with, Your misrepresentation under, or breach of, the Terms.

NoteVault will make all determinations regarding participation in the Program. NoteVault reserves the right to terminate Your participation in the Program or cancel the entire Program at any time for any reason or no reason, to the extent permitted by law, by posting such termination

or cancellation on the Website. Any written notices required or permitted to be given by NoteVault hereunder may be delivered by email. By participating in the Program, You consent to delivery of all Program-related notices and information by email to the email address You have used in registering for the Program or any other email You provide in conjunction with this agreement and acknowledge that You have the necessary equipment (hardware and software) to receive and read such emails. Further, entrants agree that NoteVault may send entrants various promotional materials, including but not limited to, blogs, articles, specials and informational emails, regarding NoteVault's business.

Successful Referrals; Payment

Successful referrals must (i) be new customers to NoteVault: for purposes of the Program, "new customer" does not include either a person/entity that is a current customer of NoteVault, an entity which was/is a customer of NoteVault within the 180 days immediately prior to the date of the referral, or an entity which has already entered into discussions with an employee(s) of NoteVault to purchase NoteVault software; (ii) execute Agreements to use NoteVault within six (6) months of the date of referral; and (iii) pay to NoteVault all monies due under their Agreements with NoteVault. In addition, any terms entitling a new customer to a refund of the monies due must have expired without any refund issued by NoteVault.

Eligible Participants will be issued a prepaid gift card within five to seven business days from the time of each successful referral. The amount of such prepaid card will be determined based upon NoteVault's current offer at the time of the applicable successful referral's execution of an Agreement with NoteVault and the satisfaction of the other "successful referral" conditions referenced in the preceding paragraph. The prepaid card amount NoteVault is offering may be changed by NoteVault at any time prior to enrollment of a successful referral without notice to you or your referrals. The NoteVault Referral Program landing page will contain up-to-date information regarding NoteVault's then current offered prepaid gift card amount. Such prepaid gift card will be applied as soon as practicable following NoteVault's determination that a successful referral has satisfied the successful referral conditions cited in the preceding paragraph. No substitution, cash equivalent, or transfer of a referral payment is permitted except at the sole discretion of NoteVault, which reserves the right to substitute the payment (or portion thereof) with one of equal or greater value, except as otherwise set forth herein. All payments are subject to the restrictions and limitations noted in these Program Terms. Participants agree to accept their payment "as is." NoteVault has the right to resolve any concerns, questions, or complaints related to the payments in its sole discretion.

By participating in the Program, You agree that NoteVault shall make the final determination as to whether any referral meets all of the successful referral conditions cited above. From time to time, NoteVault may offer limited-time promotions which provide for increased incentive payments. They are subject to change without notice to You by updating the information on the NoteVault Referral Program landing page.

Program Use

NoteVault will update the Program with your account information periodically, including setting forth the email addresses from which You have sent an enrollment request email and whether a particular referral is a successful referral (indicating that a prepaid card will be issued). NoteVault is not obligated to release to You the reasons why a particular referral has not been deemed a successful referral.

CAN-SPAM Act Compliance

NoteVault complies with the federal CAN-SPAM Act and honors requests of consumers and customers who choose to opt out of receiving NoteVault marketing emails. Accordingly, if You designate a referral email address that has previously opted out of receiving NoteVault marketing emails, You will be advised that the email address is not eligible to be sent a NoteVault Referral Program email.

FTC 16 CFR Part 255 Compliance

NoteVault complies with the Federal Trade Commission's 16 CFR Part 255 "Guides Concerning the Use of Endorsements and Testimonials in Advertising". Accordingly, if you make any post on any social network (such as Facebook, Twitter, Instagram, Pinterest, or LinkedIn) as a part of this Program, you must include, and not delete, any disclosure that the Program website automatically creates for the post you are making. In the event that no such disclosure is automatically generated for your social network, you must, at a minimum include either "This is a paid endorsement" or "#paidad" in any social network posts you make as a part of this program. You are responsible for ensuring that your posts on any social network comply with the terms of use of the site, and any other applicable laws, statutes, and regulations.

Ownership

NoteVault and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the hosting site and this Program, and all elements thereof. By participating in the Program, You neither have nor acquire any rights, title or interests in or to the Website, or any element thereof.

Confidentiality

In connection with your participation in the Program, you may receive confidential and proprietary information of NoteVault ("Information"). You will maintain all of such Information in strict confidence and use the Information only in connection with your participation in the Program.

Independent Contractor Relationship

Your participation in the Program does not authorize you to act on NoteVault's or its respective affiliates' behalf. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-employee relationship, partnership or association between you and NoteVault or its respective affiliates. By participating in the Program, you acknowledge that you do so at

your own risk and as an independent contractor and that NoteVault is not directing how you perform your obligations hereunder.

Trademarks

Other than with respect to materials provided to you in connection with your participation in the Program, your status as a participant in the Program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by NoteVault, its parent or their respective affiliates.

Indemnification

By participating in the Program, you agree to and will indemnify and hold NoteVault and its respective affiliates and their respective shareholders, directors, employees, partners, members, managers, contractors, agents, successors and assigns (collectively, "Indemnitees") harmless from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by the Indemnitees arising out of or related to your participation in the Program or breach of these Program Terms. You hereby knowingly and voluntarily release and forever discharge NoteVault and the Indemnitees from any and all claims, liabilities, obligations, actions, causes of action, suits, debts, covenants, controversies, damages, judgments and demands whatsoever in law, equity or any kind, type, or description, whether known or unknown, disputed or undisputed, accrued or unaccrued, liquidated or contingent, foreseen or unforeseen, asserted or unasserted, related to or arising out of any dispute with, any harm or injury (including, without limitation, personal injury or damage to property) caused by, or any other act or failure to act by, any, advertisers, sponsors, other users of this Site and/or any other third parties, including any products and/or services offered or provided by third parties.

Warranty Disclaimers; Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NEITHER NOTEVAULT, NOR ANY OF ITS RESPECTIVE AFFILIATES, OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, EMPLOYEES, PARTNERS, MEMBERS, MANAGERS, CONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS THROUGH THESE PROGRAM TERMS, MAKE ANY WARRANTY REGARDING THE PROGRAM, AND EACH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NOTEVAULT, OR ANY OF ITS RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, EMPLOYEES, PARTNERS, MEMBERS, MANAGERS, CONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THESE

PROGRAM TERMS OR THE PROGRAM, EVEN IF NOTEVAULT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these jurisdictions, NoteVault's liability will be limited to the greatest extent permitted by law.

Amendments

These Program Terms may be altered, changed, modified or assigned by NoteVault at any time by NoteVault's posting such changes on the Website. Your participation in the Program after such changes have been posted on the Website will constitute your agreement to such changes. If you do not agree to the changes, you must discontinue your use of the Program immediately.

Other Terms and Conditions

These Terms are the entire agreement between the parties pertaining to the subject matter hereof, and all written or oral agreements, representations, warranties or covenants, if any, previously existing between the parties with respect to such subject matter are canceled. The statements made by NoteVault on the Website or otherwise in an express provision of these Terms are not representations or warranties and do not create contractual obligations.

Acceptance and Jurisdiction

By participating in the Program, you agree that you have read, understand and will abide, and be bound, by these Program Terms. The Program and the Terms will be governed exclusively by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation arising between You and NoteVault related, in any way, to the Program, the Website, and/or the Terms and/or any and all disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained only in the state and federal courts located in San Diego County, California, United States. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

General

You may not assign the right to participate in the Program to any other party. NoteVault may assign these Program Terms or assign or delegate any of its rights or responsibilities hereunder to independent contractors or other third parties. NoteVault shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and executed by an authorized representative of NoteVault. No delay or omission by NoteVault in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.