

EDEXIS AGREEMENT OVERVIEW

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Updated April 01, 2026

UPDATE HISTORY:

April 1, 2026

Terms of Use

Added "USPS Acceptance, Tracking, and Customer Verification".

Edited terms in "Mailing Services".

October 21, 2025

Agreement Overview:

Document edits.

Terms of Use:

Added Paragraph "Force Mejeure".

Edited terms in "Mailing Services".

Edited terms in "Document Printing and Assembly; Errors; Audits".

Edited terms in "Service Level Agreement (SLA)".

Reordered certain paragraphs.

September 28, 2025

Terms of Use:

Added Paragraph "Mailing Services".

Added Paragraph "Document Printing and Assembly; Errors; Audits".

Added Paragraph "Service Level Agreement (SLA)".

January 1, 2024

Terms of Use:

Added Paragraph "Document Uploads; Modifications by EDEXIS".

EDEX Information Systems has adopted a simple account philosophy: Our customers should be able to open an account and use our services on a month-to-month basis, and should be able to cancel their account at any time if they are unsatisfied or when they no longer need our services. The documents herein provide certain terms and conditions that will govern your use of our services. Please read them carefully and completely, and regularly check for updates.

Use of and access to any information, data, web sites, web applications, software, services, documents, and all other information or products (hereafter collectively known as "Services") of EDEX Information Systems Inc. (hereafter "Provider", "We", "Us", or "Our") shall be governed by the certain terms contained in four or more separate documents. Collectively, these documents encompass an agreement (the "Agreement") between Provider and you (hereafter "Client", "You", or "Your").

The documents which define the terms of the Agreement are:

- 1) The EDEXIS Agreement Overview (this document).
- 2) The EDEXIS Terms of Use (the "Terms of Use").
- 3) The EDEXIS Privacy Policy (the "Privacy Policy").
- 4) Any and all additional attachments, riders, or other documents which, with Your knowledge and approval, We may incorporate into this Agreement by reference at any time.

Collectively, the terms and conditions contained in the Agreement govern Your ability to access Our Services including any and all additional Services which We may offer at any time in the future.

Our EDEXIS Terms of Use (the "Terms of Use") define the guidelines, requirements, and acceptable use provisions You must agree to. We may modify Our Terms of Use from time to time. If we make any changes to our Terms of Use we will notify You electronically by email and online when You access Our Services, and You must accept Our updated terms to continue using Our Services. If, at any time, You do not accept Our Terms of Use, including any future modifications which We may make, You may be unable to access or use some or all of Our Services until You have accepted Our Terms of Use, or we may elect to close your account.

EDEXIS AGREEMENT OVERVIEW

Our EDEXIS Privacy Policy (the "Privacy Policy") describes the types of data we collect and how We manage that data. The Privacy Policy may change from time to time. If We make changes to Our Privacy Policy We will notify You electronically by email and online when You access our services, and You must accept Our updated Privacy Policy. If, at any time, You do not accept Our Privacy Policy, including any future modifications which We may make, You may be unable to access or use some or all of Our Services until You have accepted Our Privacy Policy, or we may elect to close your account.

For questions regarding contracts, Service Agreements, Terms of Use, or our Privacy Policy please contact our EDEXIS Account Management team at (209) 223-3461, or email your questions to Us at support@edexis.com.

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** The most current version of all EDEXIS Agreement documents and terms are available by
** clicking the Terms of Use or Privacy Policy links on our website, or at the following URL:
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**      https://secure.edexis.com/edex/download_documents.asp
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EDEXIS TERMS OF USE

TERMS OF USE

Updated October 21, 2025

EDEX Information Systems, Inc. ("EDEXIS", "we", "us" and terms of similar meaning) provides the website (in these Terms we call the website and any successor websites, the "Site") and the products and services (individually and collectively, the "Services") found at this Site, to you subject to these Terms and Conditions of Use (these "Terms"). If you are agreeing to these Terms on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to these Terms, in which case the Terms "you", "your", "User" or "Customer" shall refer to such corporate entity. Nothing in these Terms shall be deemed to confer any third-party rights or benefits. Please read these Terms carefully before using the Site. By accessing or using the Site or by merely browsing the Site you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Site or order any Services from us.

Use of the Site

In order to utilize the Services you will be asked to create an account ("Account") by providing certain personal information such as your name, email address, physical address. (Our Privacy Policy explains how such information may be collected and used). EDEXIS offers a number of Services on the Site. When you enroll to obtain a Service from EDEXIS on the Site, you accept any additional Terms applicable to that Service.

You may not use the Site in any manner that: (i) imposes an unreasonable or disproportionately large load on the Site's infrastructure, or otherwise adversely affects, restricts or inhibits any other User from using and enjoying the Site; (ii) introduces a virus or other harmful component to the Site; (iii) constitutes or contains false or misleading indications of origin or statements of fact including but not limited to impersonating any other person; (iv) contains any Trojan horse, worm, time bomb, cancelbot or other similar harmful programming routine; (v) results in the transmission of any information, data, text, images, links, files, etc., except in connection with your authorized use of the Site and (vi) results in the harvesting of any information concerning other Users of this Site.

EDEXIS reserves the right to change or modify any Terms, or any policy or guideline of the Site, at any time and in its sole discretion. If you do not agree with changes, you may cancel your account with us without further obligation. Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions on the Site, and your use of the Site after such time will constitute your acceptance of such changes or modifications. From time to time, review the Terms, and any policies and documents incorporated in them, to understand the Terms and Conditions that apply to your use of the Site. The Terms will always show the 'latest updated' date. If you do not agree to any amended Terms, you must stop using the Site. If you have any questions about the Terms, please email us at support@edexis.com.

The Services we provide through the Site are for your own use only. You may not resell, lease or provide them in any other way to anyone else.

Privacy Policy

This is a United States website and is subject to United States law. Please refer to EDEXIS' Privacy Policy for information on how EDEXIS collects, uses and discloses Personally Identifiable Information ("PII") from its Users. By using the Site you agree to our use, collection and disclosure of PII in accordance with the Privacy Policy.

Registration Data, Account Security

The Site is available to persons who are 18 years and older, who have properly registered and who have not been suspended or removed by EDEXIS for any reason (an "Account Holder"). As an Account Holder, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password; (c) maintain and promptly update the Registration Data, and any other information you provide to EDEXIS, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to EDEXIS. You are responsible for all activity on your Account, and for all charges incurred by your Account. Accounts are void where prohibited by law. EDEXIS reserves the right to revoke or prohibit your Account for any reason at any time, without notice, but, in particular, upon any violation of any of these Terms or the Privacy Policy.

Any person or entity which has been assigned an EDEX Client Identification Number who directly or indirectly obtains information using false representations, or who distributes restricted or confidential information to any unauthorized person or entity, shall have its access privileges suspended, revoked, or restricted, and its accounts may be terminated by EDEXIS. If you become aware that any Service was fraudulently used, you must immediately notify us. You agree to cooperate with us in any fraud investigation and

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to use any fraud prevention measures we may prescribe.

Fees and Charges

User shall at all times remain responsible for paying all outstanding amounts owed to EDEXIS, including any applicable cancellation or withdrawal fees, or recalculated transaction fees which may apply due to termination. User agrees to pay all costs including attorney's fees, collection costs, and court costs we may incur in enforcing our rights against User.

Account Changes; Suspension; Closure

You may request changes to your Services by notifying us and paying any applicable charges (including any applicable early termination fees), and submitting any required documents or other information to us. Approved changes will normally take effect by your next regular billing cycle. If you request to reduce your current contract term, you may be required to pay a recalculated transaction fee adjustment for the period actually met by you. EDEXIS may allow you to temporarily suspend your account for showing of good cause, and EDEXIS may extend, in its sole discretion, the term of such contract by the length of any approved temporary suspension.

Confidential Information

"Confidential Information" means (a) all confidential, nonpublic, proprietary or secret information and trade secrets of User, in any medium provided or made available to EDEXIS by User, and (b) all materials created by EDEXIS that contain or otherwise reflect confidential, nonpublic, proprietary or secret information.

EDEXIS agrees to hold Confidential Information in trust and confidence and not to disclose such information to any person, firm or enterprise, or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, except for the purpose of providing services to you, and further, shall take adequate, industry standard measures to maintain the security and confidentiality of such information but in no event measures less than those used to protect its own confidential information. Information shall not be considered confidential to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained from the other party; (ii) subsequently learned from an independent third party free of any restrictions and without breach of any agreements; (iii) is or becomes publicly available through no wrongful act of either party; or, (iv) is independently developed by one party without reference to any Confidential Information of the other.

Ownership, Copyright and Trademarks

The content on the Site and Services, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "Content". Content provided by Users is called "User Content". User Content is that User's property.

Other than the User Content, the Site, the Services, all Content and all software available on the Site or used to create and operate the Site are the property of EDEXIS or its licensors, and are protected by US and international copyright and other intellectual property laws, and all rights to the Site, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, Services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by EDEXIS.

You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, and forms) of EDEXIS without the prior written consent of EDEXIS. You may not use any metatags or any other "hidden text" utilizing our name, trademarks, service marks, or trade names without the prior written consent of EDEXIS. You may not use our names, trademarks, service marks, trade names, logos, slogans, or proprietary graphics as any part of a link without the prior written consent of EDEXIS. Any unauthorized use terminates any license or permission granted by EDEXIS. Except as expressly stated above, nothing contained herein shall be construed as granting, by implication, estoppel or otherwise, any license or right to the content of the Site.

All EDEXIS trademarks, service marks, trade names, logos, slogans, and other identifying marks appearing on the Site are the sole and exclusive property of EDEXIS. You may not copy or use any of EDEXIS' marks or any marks confusingly similar to EDEXIS' marks without the prior written consent of EDEXIS, nor may you use EDEXIS' marks in any manner that discredits or disparages EDEXIS. All other trademarks not owned by EDEXIS that appear on the Site are the property of the respective owners, who may or may not be affiliated with, connected to, or sponsored by EDEXIS.

Our License of Content to You

EDEXIS TERMS OF USE

EDEXIS grants you a limited, revocable, non-exclusive, non-sublicensable license to access the Site and to view, copy and print the portions of the Content available to you on the Site. Such license is subject to these Terms, and specifically conditioned upon the following: (i) you may only view, copy and print such portions of the Content for your own use; (ii) you may not modify or otherwise make derivative works of the Site or the Content, or reproduce, distribute or display the Site or any Content (except for page caching) except as expressly permitted in these Terms; (iii) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Content; (iv) you may not use any data mining, robots or similar data gathering or extraction methods; (v) you may not use the Site or the Content other than for its intended purpose; and (vi) you agree not to circumvent, disable or otherwise interfere with the security-related features of this Site or the Services found at this Site (including without limitation, those features that prevent or restrict the use or copying of any Content).

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the license granted in this Section, this Agreement and your account with us. Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any license to intellectual property rights, whether by estoppels, implication or otherwise. The license in this Section is revocable by EDEXIS at any time.

Upon termination of your Account, your right to use our Services and data shall immediately cease. You shall have no right to any unread or unsent messages or data after termination, and we will have no obligation thereafter to forward any unread or unsent messages or data to You or to any third party. User agrees that following the closure or termination of User's account for any reason, we may elect to delete or otherwise remove any or all User data records from our servers at any time after termination or closure of User's Account. User agrees that EDEXIS shall not be liable for any damages (including consequential or special damages) arising out of any such deletion, and User hereby agrees to waive any claims with respect to any such data deletion, whether based on contract, tort or other grounds, even if EDEXIS has been advised of the possibility of damages.

You represent and warrant that your use of the Site and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.

Providing a Reliable and Secure Service

We take reliability and security seriously. We put a great deal of effort into ensuring that our service operates all the time and that it is a secure environment for your data. To safeguard your information, EDEXIS uses restrictive firewalls and encryption methods to protect stored data and uses a minimum of 256-bit SSL certificates to encrypt data transferred between you and the Site. However, no computer network is perfectly secure or reliable. The internet is an inherently insecure medium, and the reliability of hosting Services, internet intermediaries, your internet service provider, and other service providers cannot be assured. When you use our site or our services, you accept these risks, and the responsibility for choosing to use any technology that may not provide perfect security or reliability.

Links to Other Sites

The Site may contain links to third-party websites ("Third-Party Sites") and third-party content ("Third-Party Content") as a service to those interested in this information. Third-Party Sites may include payment processors and other payment intermediaries that you may use in connection with your use of the Site. Your use of links to Third-Party Sites, and any Third-Party Content or service provided there at your own risk. EDEXIS does not monitor or have any control over, and makes no claim or representation regarding Third-Party Content or Third-Party Sites. EDEXIS provides these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply EDEXIS's endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content. EDEXIS accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites, or websites linking to the Site. When you leave the Site, our Terms and Policies no longer govern. You should review applicable Terms and Policies, including privacy and data gathering practices of any Third-Party Site and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Advertisements and Promotions

EDEXIS may run advertisements and promotions from third parties on the Site and through the Services. Your business dealings or correspondence with, or participation in promotions of, advertisers other than EDEXIS, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. EDEXIS is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Site or through the Services.

User grants to EDEXIS a non-exclusive, royalty-free license to use its business or trade name, logo, or brand on EDEXIS's website, promotional emails, and other advertising or marketing materials.

Document Uploads; Modifications by EDEXIS

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Your use of EDEXIS services may require you to upload certain documents to us in Portable Document Format (PDF) or other approved electronic formats. EDEXIS may use a variety of software applications and tools to modify your uploaded documents to conform with certain standards or requirements, such as flattening PDF files, removing colors by converting files to black and white, compressing files to reduce file sizes, and other similar file modifications. These modifications could result in changes to the files you upload to EDEXIS when such files are later viewed on the Site, printed by EDEXIS, or delivered by EDEXIS to one or more third parties who receive a copy of the files or documents as part of a transaction you have ordered from EDEXIS.

Mailing Services

We may offer various EDEXIS mailing service options to You, including Aggregated Mailing and Daily Mailing services. Aggregated Mailing combines multiple orders from one or more senders, destined for the same or similar recipients at a specified address, into one single mailing envelope or package. Aggregated mail orders may also be grouped by similar business or company name variants at the given address. Daily Mailing orders ship in separate envelopes or packages and are not aggregated with other orders. We produce mailings during our business week (Monday through Friday). We do not produce mailings on weekends, holidays, or other days the United States Post Office is closed. We may establish various cutoff times for You to submit mailings to Us. Orders received by us after any such cutoff time will be processed the following business day. We may display cutoff times or other similar notices on our website during the order process. For high-priority orders with production date requirements, You must contact us and confirm we can accept such orders prior to submission. Users submitting orders to us via API or other electronic system interface may not receive cutoff time notices, and such orders received by us after any cutoff time will be produced the following business day. Mailing services are subject to our Service-Level Agreement (SLA). Please review our Service Level Agreement for additional details.

Document Printing and Assembly; Errors; Audits

Our mailing production process involves the printing, collating, sorting, inserting, packaging, sealing and other actions handled by both automated equipment and manual document processing. Our production processes may cause a variety of common and uncommon errors, including unsealed envelopes, misfolded or misaligned documents, multiple or incomplete document insertion, light or dark printed page images, missing pages, double printing ("ghost printing" or "ghosting"), and other known and unknown problems. We do not manually inspect every page of documents we print and produce for You. We perform several manual spot audits per day on randomly selected document mailing packets during our mail fulfillment job runs in an attempt to identify a variety of printing issues. Our manual audits are not designed to read the actual content of any document. We audit documents to attempt to quickly identify errors caused by printer toner, ink, drums, rollers, fusers, and other equipment used in the production of the documents. You acknowledge that we may need to view documents you submit to us during our production process and while performing any audits we require. You further acknowledge that we may not be able to identify every document error prior to mailing. You agree to hold us harmless for any actual errors which may occur in our production processes, including "ghosting" of some portion of your document(s) on another unrelated order, or the printing of a "ghosting" image on one or more sheets of Your documents from another order. If your order contains documents with sensitive, confidential, or personally identifiable information, You acknowledge the various risks of errors stated herein and agree to accept such risks when submitting an order to Us.

USPS Acceptance, Tracking, and Customer Verification

We may provide USPS tracing and tracking information for mailings we produce and deposit with the United States Postal Service ("USPS"). Any such tracing or tracking information is obtained from USPS sources, including USPS scanning systems and USPS reporting tools, and is provided solely as a courtesy. Customer acknowledges that all USPS tracing and tracking information is generated by USPS and not by EDEX, and EDEX shall have no responsibility or liability for any delay, error, omission, inaccuracy, or inconsistency in any USPS tracing or tracking data.

For Certified Mail and Priority Mail orders, EDEX may provide the applicable USPS tracking number for each mail piece. For First-Class Mail orders, EDEX may provide mail tracing information derived from USPS Intelligent Mail Barcode ("IMb") in-transit scan data, which does not include delivery scans. Customer acknowledges that USPS scan events and related tracking data may be delayed, incomplete, inaccurate, or unavailable, and that USPS does not necessarily scan every mail piece at each stage of processing or delivery.

For certain orders, EDEX may provide a signed Proof of Service and/or an EDEX Mailing Certificate of Acceptance ("COA"). A Proof of Service issued by EDEX is limited to EDEX's certification that the referenced mailing was printed, processed, and deposited with USPS by EDEX on the date shown, in the class or service level shown, and addressed to the names and addresses shown on the form. An EDEX COA is limited to EDEX's acknowledgment that the referenced Certified Mail items were included in an electronic mailing manifest that was submitted as part of EDEX's mailing process and that EDEX deposited those items with USPS. Neither a Proof of Service nor a COA shall constitute a representation, warranty, or guarantee by EDEX of USPS acceptance, USPS custody, USPS scan accuracy, USPS delivery, or delivery timing.

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Customer is solely responsible for verifying USPS acceptance, custody, and tracking activity directly with USPS using the tracking number(s) provided by EDEX. Customer shall review USPS tracking activity promptly and notify EDEX in writing within five (5) business days after EDEX provides the applicable tracking number(s) if USPS tracking shows no activity for a mail piece. Customer acknowledges that USPS tracking activity may not appear immediately and that an initial delay of one (1) to three (3) business days may occur. The first scan or other tracking event reflected in official USPS tracking data shall be the first evidence of USPS custody of the mail piece.

If Customer fails to notify EDEX within such five (5) business day period that USPS tracking shows no activity, Customer waives any claim that EDEX failed to deposit the applicable mail piece with USPS; provided, however, that nothing in this section relieves EDEX of responsibility for its own failure to print, process, or deposit mailings as required under this Agreement.

Service Level Agreement (SLA)

We use reasonable efforts to maintain general availability of our services with a target uptime of 99% each month, excluding scheduled maintenance, emergency maintenance, and events beyond our reasonable control. In the event of extended service unavailability, we may, at our sole discretion, provide a non-refundable future service credit as an exclusive remedy. On scheduled mail production dates, we use reasonable efforts to produce all Daily Mail orders received by us prior to any cutoff time(s) by 3:00 p.m. local time, and to deposit such mailings at a U.S. Post Office facility by 5:00 p.m. local time. For all Aggregated Mail orders, following our ordinary business practices, we use reasonable efforts to produce such orders on their scheduled production date, and place such orders in the designated outgoing US Postal acceptance location inside our production facility for collection by a US Postal Service carrier. At our sole discretion, we may elect to deliver some or all of the Aggregated Mailing orders we produce each day to the United States Post Office when time and resources are reasonably available.

Mailing orders which are unable to be produced or deposited with the US Postal Service on their scheduled production date, whether caused by known or unknown events such as high order volume, printer or other electronic device problems, power or Internet service outages, or any other issues, will be produced and deposited on a future business day with priority. While EDEXIS makes reasonable efforts to print and mail each order received by us prior to any defined cutoff time(s) on its scheduled production date, we do not guarantee same-day order fulfillment. Processing times may vary due to equipment issues, order volume, printing volume, courier delays, or other factors. EDEXIS shall not be liable for any damages, losses, or penalties resulting from any delayed order fulfillment.

Warranty Disclaimer

The Site, the Content and the Services provided by the Site are provided to you on an "as is" basis without warranties from EDEXIS of any kind, either express or implied. EDEXIS expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. EDEXIS does not represent or warrant that our Site, Services or Content are accurate, uninterrupted, free of viruses or other harmful components, complete, reliable, current or error-free, and expressly disclaims any warranty or representation as to the accuracy or proprietary character of the Site, the Services or the Content or any portion thereof.

Limitation of Liability

In no event shall EDEXIS be liable for any breach in security caused by a third party arising out of or relating to any attempt to utilize any feature of the Site or any Services.

In no event shall EDEXIS, its vendors or any other entity affiliated with EDEXIS be liable for any direct, indirect, incidental, special or consequential damages (including but not limited to damages for lost profits, lost data, or loss of use) arising out of or relating to use of or inability to use the Site, any Service, or any information contained within the Site or stored or maintained by EDEXIS. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if EDEXIS has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the liability of EDEXIS in such jurisdictions shall be limited to the maximum extent permitted by law.

In no event shall the total liability of EDEXIS, its parent, subsidiaries, or affiliates or their respective officers, directors, employees, agents, successors, subsidiaries, divisions, distributors, suppliers, or affiliates, to you for all damages, losses, and causes of action resulting from your use of this Site or any Service, whether in contract, tort (including, but not limited to, negligence) or otherwise, exceed the amount you paid to EDEXIS in connection with the applicable event, or purchase giving rise to such liability. Without limiting the foregoing, in no event shall EDEXIS, its parent, subsidiaries or affiliates or their respective officers, directors, employees, agents, successors, subsidiaries, divisions, distributors, suppliers, or affiliates, have any liability for any damages or losses arising out of or otherwise incurred in connection with the loss of any data or information contained in your account or otherwise stored by or on behalf of EDEXIS.

EDEXIS TERMS OF USE

Indemnity

You shall defend, indemnify and hold harmless EDEXIS, its affiliates or subsidiaries, their sponsors, contractors, advertisers, vendors, or their partners, and any of their successors or assigns, and any of their respective officers, directors, agents or employees (the "Released Parties") from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of or relating to: (A) your or your Customer's use of the Site, the Services or the Content; and (B) any alleged breach of these Terms by you.

Communications

Notices that we give you (other than notice of amendment of these Terms, which is discussed in the introduction of these Terms) may be provided in any of the following ways. First, we may email you at the contact information you provide in your Registration Data. Second, we may post a notice on the Site. When we post notices on the Site, we post them in the area of the Site suitable to the notice. It is your responsibility to periodically review the Site for notices.

At our discretion, any notice may be deposited into the United States Postal Service or other courier, with postage or charges fully paid, and addressed to User at the address on file for User's Account. User shall at all times be responsible for notifying EDEXIS of any changes in its email or postal mailing addresses.

Certain documents and correspondence to EDEXIS may be delivered via email at support@edexis.com. User should contact EDEXIS by phone at (209) 223-3461 for guidance prior to mailing or delivering any required notice, if desired. For proper identification, User must clearly note its account name, phone number, and account number on any correspondence. All written notices and correspondence to EDEXIS shall be mailed to: EDEX Information Systems, Post Office Box 665, Jackson, CA 95642.

International Use

We make no representation that information on this Site is appropriate or available for use outside the United States. Those who choose to access this Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable and agree to indemnify EDEXIS and the other Released Parties for your failure to comply with any such laws.

Applicable Law and Venue

The Site is controlled by EDEXIS and managed from its offices in California. You and EDEXIS both benefit from establishing a predictable legal environment in regard to the Site. Therefore, you and EDEXIS explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Site will be governed by the laws of the State of California and the federal laws of the United States of America applicable therein. You hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue in any such court is not appropriate or convenient. You hereby agree that any claim, action or suit you may file against EDEXIS shall be filed and adjudicated in the courts of Amador County, California. EDEXIS will be entitled to recover its court costs and reasonable attorneys' fees and expenses incurred in successfully proving any breach of any term of these Terms.

Force Majeure

Our performance may be delayed or prevented by events beyond our reasonable control, including but not limited to natural disasters, pandemics, wildfires, war, terrorism, equipment failure, postal service delays or interruptions, widespread power outages, internet outages and disruptions, and other known or unknown causes. EDEXIS shall not be liable for any damages, losses, or penalties resulting from these and other similar events.

Miscellaneous

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. EDEXIS may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of EDEXIS, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and EDEXIS regarding your use of the Site, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and EDEXIS regarding your use of the Site. EDEXIS in its sole discretion may amend these Terms, and your use of the Site and Services after such amendment is posted on the Site will constitute acceptance of it by you. If any term in these Terms is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining Terms and will not affect the validity and enforceability of such remaining terms. The Section headings in these Terms are for convenience only and must not be given any legal import.

EDEXIS TERMS OF USE

This Site may contain typographical errors or inaccuracies and may not be complete or current. On the Site some products may appear larger or smaller than their actual size. EDEXIS therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. Please note that such errors, inaccuracies or omissions may relate to pricing and availability, and we reserve the right to cancel or refuse to accept any order placed based on incorrect pricing or availability information. We apologize for any inconvenience. All of your representations or warranties set forth in these Terms, shall survive indefinitely, or as permitted by law.

EDEXIS PRIVACY POLICY

EDEXIS PRIVACY POLICY

Updated October 1, 2021

EDEX Information Systems, Inc. and its affiliates ("EDEXIS") respect your concerns about privacy.

This Privacy Policy explains EDEXIS' policies and procedures regarding information we collect from or about our customers and their use of Services. EDEXIS intends to provide you with a level of comfort and confidence in how we collect, use, and safeguard information we collect. This Privacy Policy also explains how you can contact us if you have any questions or concerns. By providing information to us or by using our Services, you agree to the terms and conditions of this Privacy Policy.

Personally-Identifiable Data (PII) is any information that can be used on its own, or with other information, to identify, contact, or locate a single person, or to identify an individual in context.

Before using any of our products, services, or data, every customer is required to open an account with EDEX Information Systems. We require our Clients to submit their name, company information, email addresses, mailing and physical addresses, phone numbers, credit card information, and other data which we store and use to manage and identify your account. When you use our products, services, or data, we may collect certain additional information from you to process your order, handle support requests, send you newsletters, or perform other activities on your behalf.

We use the information we collect from you when you open an account, make a purchase or order, sign up for our newsletter, respond to our surveys or marketing communications, access our websites and web applications, or use other features and/or services we offer. Your data helps us to:

- Manage your account.
- Process your transactions.
- Personalize your experiences across our platforms.
- Deliver content and product offerings which you have ordered or subscribed to.
- Improve our website to better serve you.
- Provide support for your customer service requests.
- Send you periodic emails regarding your orders, invoices, statements, and other products, services, and marketing information.

How do we protect PII?

All of the data we collect, including credit card information, is securely collected using industry-standard security protocols in transit and/or at rest. Our web applications use SSL (Secure Socket Layer) protocols to encrypt all data traffic between our customers and our servers. Documents and/or data residing on our network are encrypted. Our computer servers are scanned for security holes and known vulnerabilities to protect against common viruses, trojans, and malware.

Our data systems are secured behind industry-standard firewalls, and we only permit our infrastructure to be accessed by a limited number of our technical staff who have special access rights to such systems, and who have received specific training regarding data confidentiality. All of our staff have signed non-disclosure and confidentiality agreements on file.

When accessing our products and services in a web browser we may install one or more cookies in your browser. Cookies are small files that we read with each transaction that enable our servers to recognize your browser, user, and account information. Cookies also allow us to track your use of our services so we may provide you with customer support, or use the data to improve our services. We also use cookies to help us compile aggregated data about overall site traffic and site interactions so we can improve our website experience for all of our customers. You may elect to have your computer warn you each time we set a cookie in your web browser. You may also elect to disallow all cookies from our web applications. If you disallow our cookies, some features of our web applications may be disabled or may not function correctly.

DISCLOSURE OF YOUR DATA:

EDEX INFORMATION SYSTEMS DOES NOT SELL, TRADE, OR OTHERWISE TRANSFER OR MAKE AVAILABLE ANY OF YOUR PERSONALLY-IDENTIFIABLE INFORMATION TO THIRD-PARTIES.

We may use third-party analytics provided by Google or other vendors at various times. These third-party services may install their own cookies or other tracking information in your web browser. We do not provide any of your PII data to third-parties.

CalOPPA STATEMENT OF COMPLIANCE: (California Online Privacy Protection Act)

EDEXIS PRIVACY POLICY

California was the first state in the nation to require commercial websites and online services to post a privacy policy. The law requires companies in the United States that operate websites collecting Personally Identifiable Information from California consumers to post a conspicuous privacy policy on their websites stating the information being collected and those individuals or companies with whom it is being shared. See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

According to CalOPPA, we agree to the following:

- Users can visit our site anonymously.
- A link to our Privacy Policy is available on our home page or on the first significant page after entering our website.
- Our Privacy Policy link includes the word 'Privacy' and can easily be found on the page specified above.
- If you are a Client, You will be notified of any Privacy Policy changes we make.
- You may be able to change or remove some of your personal information by contacting us.

How does our site handle Do Not Track signals?

We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Does our site allow third-party behavioral tracking?

It's also important to note that we do not allow third-party behavioral tracking.

COPPA STATEMENT OF COMPLIANCE: (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under the age of 13 years old, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, United States' consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online. EDEXIS does not market any of our products, services, or data to children under the age of 13.

FAIR INFORMATION PRACTICES COMPLIANCE

The Fair Information Practices Principles form the backbone of privacy laws in the United States. The concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information. In order to align with the Fair Information Practices EDEXIS will take the following responsive actions should a data breach occur:

- We will notify you via email within 7 business days.
- We will notify you via in-app notifications within 7 business days.
- We will comply with the Individual Redress Principles, notifying individuals who of their right to legally pursue actions against data collectors and processors who fail to adhere to the law.
- We will cooperate with government agencies who are investigating any actual or suspected disclosure of data.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

EDEX Information Systems Inc, and its employees, collect data through a variety of means including but not necessarily limited to letters, phone calls, emails, voicemails, mailings, and from the submission of documents and data to us that are either required by law or a necessary part of transactions, orders, and other similar requests. All financial or medical information that we receive from customers via email, on the phone (including information left on voicemails), contained in or attached to transactions or orders, or directly or indirectly given to us, is held in strict confidence.

We do not give out, exchange, barter, rent, sell, lend, or improperly disseminate any information. Information is only used as reasonably necessary to process any order or transaction which may require data, documents, or communication between EDEX Information Systems Inc. and health care providers, medical product or service providers, pharmacies, insurance companies, government agencies, and other persons or entities specifically related to an order or transaction.

CAN SPAM ACT COMPLIANCE:

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out penalties for violations.

EDEXIS collects your email address in order to:

- Send information, respond to inquiries, provide support, and deliver other reports, invoices, requests or questions.
- Process orders and to send information and updates pertaining to orders.
- Send you additional information related to your products and/or services.
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred.

EDEXIS PRIVACY POLICY

To be in compliance with CAN-SPAM, EDEXIS agrees to the following:

- Not to use false or misleading subjects or email addresses.
- To reasonably identify messages as advertisements when appropriate.
- To include the physical address of our business or site headquarters.
- To monitor third-party email marketing tools and services we use for compliance.
- To honor opt-out/unsubscribe requests promptly.
- To allow users to unsubscribe by using a link at the bottom of each email, if available.

If, at any time, you would like to unsubscribe from receiving future emails from us, you may contact us with your request. Instructions for unsubscribing may be found at the bottom of most emails we send, and we will promptly remove you from all correspondence upon receipt of your request.

CONTACTING EDEX INFORMATION SYSTEMS:

If you have any questions regarding our Privacy Policy you may contact us using the information below.

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