

TERMS AND CONDITIONS GOVERNING THE USE OF MY VIRTUAL STRONGBOX

These terms of service (the “Terms”) govern your access to and use of the My Virtual StrongBox (“MVSb”) websites and services (the “Service”). The Terms are between DigitalMailer, Incorporated and/or your Financial Service Provider (“Licensor”, “we”, “us”, “our”) and each Customer using the MVSb Service (“Licensee”, “Customer”, “you”, “your”, “yours”), together with any person you permit to use or access the Service. These Terms cover your and our rights and responsibilities concerning the Service offered to you by the Licensor. Licensor and Licensee shall sometimes also be referred to individually as a “Party” and collectively as the “Parties”. The MVSb Service permits you to use space provided by the Licensor to electronically store important business and personal documents much as you would use a Safe Deposit Box. By using the Service, you agree to be bound by these Terms and any amendments to the Terms. The Terms of this Service are in addition to the terms of your accounts with Licensor including the Account Agreements and Disclosures, Schedule of Fees, and any change in terms notices. In the event of a conflict, these Terms control the terms of use of the Service.

If the Customer is a corporation, partnership or unincorporated association (“Business”) then all provisions hereof shall be applicable to such Business except provisions limited by the context to individuals. If you are using the Service on behalf of a Business, you are agreeing to these Terms for that Business and attesting that you have the authority to bind that Business to these terms. In that case, “Licensee” “Customer” “you” “your” and “yours” will refer to that Business. Access to and control of said Service by a Business shall be limited to the resolutions and/or authorizations of such Business. If this Service is entered into by a Business the MVSb Service shall be held in the name of the Business for exclusive purpose of safeguarding assets and property of the Business. Only assets and property of the Business should be placed in MVSb.

If the Customer herein is a revocable formal trust or irrevocable formal trust (“Trust”) then all provisions hereof shall be applicable to such Trust except provisions limited by the context to Individuals. Access to and control of said MVSb by a Trust shall be limited to the Trustees. If this Service is entered into by a Trust the MVSb Service shall be held in the name of the Trust for the sole and exclusive purpose of safeguarding assets and property of the Trust. Only assets and property of the Trust should be placed in the MVSb.

Terms of Service

The following terms and conditions govern Licensor’s rights and Customer’s responsibilities with respect to the MVSb you have been given or rented from us. You may use the Service only in compliance with these Terms. The Service may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Service at any time without prior notice to you.

Your Information and Privacy

By using the Service you place your information, files, and data (“Information”) in your MVSb. You retain full ownership to your Information and we do not claim any ownership to any Information in the MVSb, except in the case of your Service Provider offering additional storage services that allow the Service Provider to securely load documents they produce for your viewing to a designated portion of your MVSb. These Terms do not grant us any rights to your Information except for the limited rights that are needed to provide the Service, i.e. providing the methodology for placing the Information in your MVSb without examining the Information. We reserve the right to restrict certain file types and sizes that may impact the performance or security of the system. We may need your permission to do certain things you ask us to do with your Information, for example, hosting your Information, sharing Information at your direction and allowing us to redundantly backup Information to keep your Information safe. You give us the permissions we need to do those things solely to provide the Service. This permission also extends to trusted third parties we work with to provide the Service and provide our storage space. Aside from the rare exceptions we identify in our Privacy Policy, we won’t share your Information with others, including law enforcement, for any purpose without your consent unless we are required to provide the Information by applicable law.

You are solely responsible for your conduct, the content of your files and folders, and your communications with others while using the Service. It’s your responsibility to ensure that you have the rights or permission needed to comply with these Terms. You agree that you will not use the Service for any illegal purpose.

You acknowledge that Licensor has no obligation to monitor any Information in the Service. We are not responsible for the accuracy, completeness, appropriateness, or legality of Information, Customer posts, or any other content you may be able to access using the Service.

Relationship of the Parties

Except as otherwise expressly provided herein, the relationship of Licensor and the Customer using the Service shall be that of Lessor and Lessee, and the rights and liabilities of Licensor shall be governed accordingly. The Customer shall be deemed to be in possession of the MVSB Information. Licensor shall not be liable if the Information belonging to two or more persons having joint access to MVSB is misappropriated by one or more of those having such access. SHARING YOUR LOGIN INFORMATION AND PASSWORD WITH OTHERS CONSTITUTES A JOINT RENTAL (Joint Renters) where each Customer shall have access, and there shall be no liability on the part of Licensor for misappropriation of the Information thereof by any person/entity to whom or which you have provided your login and password. If you believe your login or password have been discovered, lost, stolen or compromised NOTIFY US IMMEDIATELY. In all cases of Joint Renters, each has such interest in the Information held in or accessible by said MVSB as to entitle the Joint Renter to the possession thereof. No unauthorized access shall be inferable from proof of loss or damage to any contents of the MVSB. Customer shall have sole access to the MVSB and exclusive knowledge and control of stored properties. Customer in the event of loss or damage and subsequent suit against Licensor, in addition to other requirements imposed by law, has the burden to prove the nature and value of stored properties, the cause of any loss or damage, and the failure of performance of Licensor's obligations under these Terms.

Access to MVSB

Access to the MVSB will require Customer authentication – using your login and password or access directly from an online system that has previously authenticated the Customer. Every person you authorize to view your account by providing your login and password may have access to the Service. Access may be refused if: (1) Licensor reasonably believes that MVSB access jeopardizes security; (2) Licensor has been provided information that there are conflicting claims to the MVSB Information; (3) Licensor is required by law to deny access (e.g. court order) to the MVSB by any Customer(s); or (4) rental payment has not been paid within 30 days of its due date at which time, Licensor will be entitled to exercise the rights provided by these Terms and by law, which may include disposal of your MVSB contents.

Rental Payment (If applicable)

Customer agrees to pay, annually and in advance, the MVSB rental fee in effect at the time pursuant to the MVSB Fee Schedule and fees shall continue to accrue and be payable up to the time that the MVSB is closed. If Customer fails to pay any rent or other charges when due, or fails or refuses to surrender the MVSB on termination of the Service, Licensor may: (1) deduct rent and other charges from any account(s) the Customer(s) have with Licensor as permitted by law (not including Individual Retirement Accounts) and/or (2) on sixty (60) days emailed notice to each Customer (at the last email address you provided to Licensor), forcibly delete your files in the MVSB.

Sharing Your Information

The Service provides features that allow you to share your Information with others or to make it public. Please consider carefully what Information you choose to share or make public. Licensor has no responsibility for your decisions. Information in the Service may be protected by the intellectual property rights of others. Do not copy, upload, download, or share files unless you have the right to do so. You, the Customer, not the Licensor, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Service. Licensor reserves the right to restrict the storage of certain Information that may impact the intellectual property rights of others.

Customer Responsibilities

You understand and agree you may not use MVSB for the deposit of any illegal or stolen documents, pornographic materials, spyware or any other malicious software to the Service. If Licensor has reason to believe that the Customer has deposited or permitted to be deposited within MVSB any of the aforesaid items, or other similar items reasonably prohibited, Licensor shall immediately terminate Customer's rights thereto, and Licensor shall have the right, without prior notice to the Customer, to remove the contents.

You, and not Licensor, are responsible for maintaining the Information in the MVSB, ensuring there are additional copies of the Information elsewhere and protecting all of your Information. Licensor will not be liable for any loss or corruption of your Information, or for any costs or expenses associated with backing up or restoring any of your Information.

If your contact information or other information related to your account changes, you must notify us promptly and keep your information current. The Service is not intended for use by you if you are under 18 years of age. By agreeing to these Terms, you are representing to us that you are over 18.

Limitation of Liability

LICENSOR, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OF LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, ORDINARY NEGLIGENCE DAMAGES ON ITS PART IN PERFORMANCE OF THE MVSB SERVICE AND SHALL NOT BE RESPONSIBLE FOR LOSS OF, OR DAMAGE TO SAID CONTENTS, OR ANY PART THEREOF, CAUSED BY BURGLARY, THEFT, EMBEZZLEMENT OR ANY OTHER CAUSE WHATSOEVER, THE RISK OF SUCH LOSS OR DAMAGE BEING EXPRESSLY ASSUMED BY CUSTOMER. IN NO EVENT WILL LICENSOR BE RESPONSIBLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS). IN THE EVENT OF ANY LOSS OF DATA THE AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE WILL NOT BE MORE THAN THE AMOUNTS PAID BY YOU TO LICENSOR FOR THE PAST TWELVE MONTHS OF THE SERVICE IN QUESTION.

CUSTOMER ACKNOWLEDGES THAT LICENSOR, NOR ANY THIRD PARTY THAT PROVIDES THE MVSB TO YOU, INSURES THE CONTENTS OF THE MVSB.

Account Security

Licensor encrypts your Information while in the Service using industry best practices and AES 256 bit encryption. All transmission of Information to and from the Service must be over a secure encrypted communication connection. Upon MVSB registration, your account will be issued a unique electronic key that will allow your Information to be opened. The unique electronic key given to you is protected by your login and password. You are responsible for safeguarding the login information and password that you use to access the Service, and you agree not to disclose your password to any third party. You are responsible for any activity using your account, whether or not you authorized that activity. You should immediately notify Licensor of any unauthorized use of your account via the contact information on our website.

Service Updates

Licensor hereby grants you a limited, nonexclusive, nontransferable, revocable license to use the Service. Your license to use the Service is automatically revoked if you violate these Terms in a manner that encroaches on our intellectual property rights. You must not reverse engineer or decompile the Service, nor attempt to do so, nor assist anyone else to do so. Licensor may update the Service automatically when a new version is available. Continued use of the Service after each update indicates your acceptance of any new or cancelled features and changes to the Terms.

Property Rights

These Terms do not grant you any right, title, or interest in the Service except as expressly stated in the Terms. The software and other technology we use to provide the Service are protected by copyright, trademark, and other laws of both the United States and foreign countries. We hereby reserve all rights not expressly granted in these Terms. These Terms do not grant you any rights to use the MVSB trademarks, logos, domain names, or other brand features.

Acceptable Use Policy

You will not, and will not attempt to, misuse the Service, and will use the Service only in a manner consistent with the Licensor Terms.

Copyrights

Licensor will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. Such notices should be reported to Licensor via the contact information on the MVSB website. We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers.

Third-Party Information

The Service may contain links to third-party websites or resources. Licensor does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

Termination/Suspension of Service

We reserve the right to suspend or terminate your use and access to the Service at any time, with or without cause, and with or without notice. For example, we may suspend or terminate your use if you are not complying with these Terms, or use the Service in any way that would cause us legal liability or disrupt others' use of the Service. If we suspend or terminate your use of the Service, we will inform you of our actions to the extent required by applicable law. However, in some cases (for example but not limited to, repeatedly or flagrantly violating these Terms, breach of security, a court order, or danger to other users) we may, in our sole discretion, suspend your access immediately without notice.

Warranty and Representations

THE SERVICE IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. LICENSOR WILL HAVE NO RESPONSIBILITY FOR ANY HARM TO YOUR COMPUTER SYSTEM, LOSS OR CORRUPTION OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICE.

Modifications

Licensor may revise these Terms from time to time and the most current version will be posted in the online help feature of the MVSB. If a revision, in our sole discretion, is material we will notify you via email to the email address associated with your account. By continuing to access or use the Service after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, simply stop using the Service.

Miscellaneous Legal Terms

THESE TERMS AND THE USE OF THE SERVICE WILL BE GOVERNED BY VIRGINIA LAW. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS IN FAIRFAX COUNTY, VIRGINIA, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE.

The Terms of this Service bind the heirs, legal representatives, and successors of Customer and, unless expressly otherwise provided, shall apply to and govern all renewals or extensions of this Service. This Service shall be subject to such rules and regulations and such changes, including increase in the Annual Rate as may be adopted by Licensor from time to time. Amendments to the Terms and current fees will be provided as required by federal law.

These Terms constitute the entire and exclusive agreement between you and Licensor with respect to the Service, and supersede and replace any other agreements, terms and conditions applicable to the Service. These Terms create no third party beneficiary rights. Licensor's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but Licensor may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Service.

By clicking "ACCEPT" I consent to receive these My Virtual StrongBox Terms and Conditions and any updates in electronic format and agree to the Terms and Conditions of the MVSB Service and to any amendment the Licensor makes from time to time which are incorporated herein.

D-310-071614

www.altra.org
800-755-0055

