



MaplesFS Limited, for and on behalf of and as agent for each member of the Maples Group (as defined below) ("Maples" or "we" or "us") provides a secure managed file sharing service which enable users to access, store, send, receive and share files with Maples via the secure platform (the "Platform") provided by Maples (the "Service" or "Services").

These terms of service ("Terms of Service") apply to all Maples services encompassing the Services.

As used in these Terms, "Maples Group" means means MaplesFS Limited and all other direct and indirect subsidiaries of Maples International Holdings Limited as well as the Cayman Islands partnerships of Maples and Calder and The Maples Group Partnership, and all the other entities and undertakings using the name "Maples and Calder", "MaplesFS" or "Maples", including any derivation thereof listed at <https://maples.com/legalnotices>.

Please read the following Terms of Service carefully. These Terms of Service constitute a binding legal agreement between you and Maples. These Terms of Service govern your access to and use of our Services and any content shared over the Platform.

You acknowledge and agree that, by using any "submit", "send", "save" or "download" functions, or accessing or using the Services or posting any Files (as defined below) from or on the Platform, you are indicating that you have read, understand and agree to be bound by these Terms of Service. If you accept or agree to these Terms of Service on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Service and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

1. The Service

- a. The Service provides you with the facilities to send digital files ("File" or "Files") to us over the internet via the Platform. The Service is free although Maples reserves the right at any time to make a charge for the Service or any part thereof without notice to you. If Maples elects to make a charge then that charge will be apparent before you upload a file. Maples may also use the Service to share files with you, in which case Maples will send you a download link. That download link is only for the use of the person to whom it is sent and it is a breach of these Terms of Service to share that link with any other person, firm or company without our consent.
- b. All File transfers between you and Maples are treated confidentially and are encrypted both at rest and in transit. Uploaded Files are stored on Maples's servers for a limited period and download links have a limited period of validity. Once a download link has expired Files may be permanently deleted from Maples' servers without notice to you. Once deleted the Files cannot be retrieved. You are strongly advised to retain a copy of any File you upload into the Service.

2. Registration and Accounts

- a. In order to access and use the Services, you must register to create a Maples account ("Account"). Once you have established an Account, you will be a "Registered User".
- b. When you register, you will be required to provide certain information, and you will establish a username and password, and certain authentication methods. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. Maples will have no liability for failure to deliver notices that result from inaccurate Account information or otherwise. You authorize us, directly or through third parties, to make any inquiries we consider necessary or appropriate to verify your Account information, which may include providing your information to such third parties. Maples reserves the right to suspend or terminate your Account for any reason in Maples' sole discretion, including without limitation if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete.
- c. You are responsible for safeguarding your password and other credentials. You agree not to disclose your password and credentials to any third party and to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Maples of any unauthorized use of your Account or credentials.

3. File transfer

- a. Maples provides the technical facilities to transfer Files. Maples do not claim any ownership of Files you transfer through the Service. You are fully and solely responsible for the Files you wish to send through our Service. By using our Service, you acknowledge and agree that Maples is not responsible for any failure of the Service to store, transfer or delete a File or for the corruption or loss of any data, information or content contained in a File. By using our Service, you acknowledge and agree that you have the permission to grant Maples the non-exclusive, worldwide, royalty free right (license), including the right for Maples to sublicense this right to third parties, to store and transfer your File as part of our Service.

4. Conditions

- a. Any Files uploaded by Maples will be the Confidential Information of Maples and may be used by you only for the purpose for which it was uploaded. Maples retains all intellectual property rights in any File created by or licensed to Maples. You have a limited license to use any such File solely for the purpose it was transmitted to you via the Service.
- b. As a condition to make use of the Service you agree not to upload and send any files that: you don't have the right to copy and/or transfer; infringe on intellectual property rights; violates privacy rights, including data protection rights; feature child pornography; promote racism, violence or hatred; are false or misleading; infringe on or violate any applicable law or regulation.
- c. The Service will not be used by us and must not be used by you to:
 - Send viruses, worms, malware, junk mail, spam, chain letters, phishing mails, unsolicited promotions or advertisements of any kind;

- Send or share Files that are obscene, defamatory, libellous, slanderous, profane, indecent, unlawful, factually inaccurate, false, misleading, deceptive promote racism, violence or hatred;
 - Send or share Files that you don't have the right to copy and/or transfer;
 - Infringe, violate or misappropriate intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;
 - Infringe on or violate any applicable law or regulation; or
 - Constitute 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation or language of such individual or group.
- d. Additionally you agree that you will not:
- Run or activate robots to simulate human behaviour to defeat any security function deployed for File transferring or downloading; or
 - Attempt to probe, scan, compromise or test the vulnerability of the Maples Platform or Service or any related system or network or breach any security or authentication.
- e. Maples reserves the right to investigate and/or remove, without warning, any Files from its servers or block your access to the Service, when Maples considers solely in its own discretion that you have or might violate these Terms of Service. Maples reserves the right to disclose Files in so far necessary (i) to defend itself in legal proceedings (ii) to obey a court order, (iii) to abide by any law, regulation or governmental request, (iv) to safeguard national security, defense, public security or public health and (v) to uphold our Terms of Service.

5. Confidentiality

- a. All files transfer between you and us are confidential.
- b. You undertake to treat as confidential:
- i. all intellectual property that Maples has in the Service and all data and information loaded into the Service; and
 - ii. any and all information which has been or which may be derived or obtained from any such information described above.
- c. The above provisions do not apply to any information which the receiving party proves:
- i. is in or enters the public domain other than by breach of these Terms of Service;
 - ii. is obtained from a third party who is lawfully authorised to disclose such information; or
 - iii. is required to be disclosed by law or by order of a court of competent jurisdiction or any other regulatory authority or governmental body having jurisdiction over either party.

- d. Provided always that:
 - i. the onus shall be on the disclosing party to prove through the use of documentary evidence that the information was in or has entered the public domain otherwise than through unauthorised disclosure by the disclosing party or is required to be disclosed; and
 - ii. if you are required to make a disclosure by law or by order of a court of competent jurisdiction or any other regulatory authority or governmental body having jurisdiction over you, you shall, if it is not so prohibited, provide Maples with prompt notice of any such requirement or request to disclose any such confidential information so that Maples may seek an appropriate order. you will provide Maples with all necessary assistance in any action taken Maples to obtain an order that the information does not have to be disclosed, an appropriate protection order or other reliable assurance that confidential treatment will be accorded the information that you are required to disclose.

6. Proprietary Rights and Trademarks

- a. When you use our Services, you provide us with your confidential information and intellectual property (your "Property"). Your Property is yours. These Terms of Service do not give us any rights to your Property except for the limited rights that enable us to provide the Services. To the extent we need your permission to use your Property to properly provide the Services, you give us permission to do all things necessary including the right to share such permission with members of the Maples Group and third parties.
- b. As used herein, "Maples Content" means all text, graphics, images, audio, video, information or other materials made available by Maples through the Services, not including any Files uploaded by you.
- c. As between you and Maples, all right, title, and interest in and to the Services and Maples Content is and will remain the exclusive property of Maples and its licensors. The Services and Maples Content are protected by copyright, trademark, and other applicable laws. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Maples Content. Except as expressly permitted in these Terms of Service, you may not reproduce, modify, or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise exploit the Services or Maples Content. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Maples or its licensors, except for the licenses and rights expressly granted in these Terms of Service.
- d. Maples, the Maples logo, and all other Maples trademarks, service marks, product names, and trade names of Maples appearing on the Services are owned by Maples. All other trademarks, service marks, product names, and logos appearing on the Services are the property of their respective owners. You may not use or display any trademark, service mark, product name, trade name, or logo appearing on the Services without the owner's prior written consent.
- e. Maples does not necessarily review content transmitted through the Service, and you acknowledge and agree that we are not responsible or liable for any photographs or other content uploaded, posted, or otherwise transmitted through the Service by photographers or other third parties. Maples reserves the right to

delete any content that we, in our sole discretion, deem to be in violation of these Terms of Service or otherwise unacceptable.

- f. File ownership, permissions and responsibility:
 - i. Maples does not claim any ownership of the contents of the Files you transfer through our Service. you are fully and solely responsible and accountable for the files you transfer through our Service.
 - ii. By using the Service, you warrant that you have, for each file, all required permissions, including from copyright and other intellectual property rights holders, to distribute, transfer, store and/or make available online as part of our Service.

7. Termination

- a. you may cancel your Account at any time by sending a secure message through the system at (securefile@maples.com) requesting cancelation.
- b. Maples may withdraw the Service and terminate your Account at any time, without cause or prior notice.
- c. Upon Account termination, your account, including any personal data and any files stored for transfer, are directly, automatically and permanently deleted.

8. Notification emails

- a. Maples provides different kinds of notification emails to users of the Service: an upload confirmation to sender, a notification email to a recipient, a download notification to the sender and an expiry reminder email to the sender if and the recipient(s) if the files haven't been downloaded yet.
- b. Maples system sends auto generated emails in order to provide you notifications about your actions at the site and notifications regarding your account. By using the Service, you agree to receive those notification emails.

9. Privacy Policy

- a. Maples is committed to safeguarding your privacy. An explanation regarding why and how Maples handles your personal information in connection with the operation of the Platform is set out in the Platform's privacy notice, which is available online at <https://Maples.com/termsprivacysecurefile>.

10. Links

- a. The Service may contain links to third party websites and services. You acknowledge and agree that Maples is not responsible or liable for: (i) the unavailability or accuracy of such websites or services; or (ii) the content, products, or services on, or available from, such websites. Links to such websites do not imply any endorsement by Maples of such websites or the content, products, or services available from such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites

11. Disclaimer

- a. Maples provides the Service "AS-IS," without warranty of any kind. Without limiting the foregoing, Maples explicitly disclaims any warranties of

merchantability, fitness for a particular purpose and non-infringement. Maples makes no warranty that the Service is available on an uninterrupted, secure or error-free basis. your use of the Service is at your own risk. you acknowledge and agree that Maples is not responsible for any damages to your computer system or the computer system of any third party that result from use of the Service nor for any loss of data or information. You are advised to keep a separate copy of any data or information you upload into the Maples site.

12. Indemnity and Liability

- a. Maples does not seek to limit liability for (i) death or personal injury caused by our negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability which can not be restricted or disclaimed by law.
- b. You acknowledge and agree that Maples will not be responsible for any failure of the Services to store Files, for the deletion of Files stored on the Services, or for the corruption of or loss of any data, information or content contained in Files. You have sole responsibility for all Files that you upload, store, access and transmit via the Services.
- c. You are solely responsible for maintaining and protecting all data and information that is stored, retrieved or otherwise processed by the Site, the Services, any Maples Application, or any File. Without limiting the foregoing, you will be responsible for all costs and expenses that you or others may incur with respect to backing up, and restoring and/or recreating any data and information that is lost or corrupted as a result of your use of the Site, the Services, any Maples Application, or any File.
- d. You will defend, indemnify and hold harmless Maples and each member of the Maples Group, including its and their directors, partners and employees, from and against any claims, liabilities, damages, losses and expenses, including reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Service or your violation of these Terms of Service, including any third-party claims that Files submitted to the Service by you infringe or violate any third-party rights. However, this limitation of liability does not intend to exclude the liability of Maples for the actual fraud or wilful default of Maples.
- e. Maples shall not be liable to you or to any third party for any damages arising out of use of the Service, whether based on warranty, contract, tort (including negligence) or otherwise and whether or not Maples has been informed of the possibility of such damage, even if any limited remedy is found to have failed its essential purpose. Maples will not accept any liability for damage as a result of an attributable failure in the performance or provision of the Service or pursuant to an act, including, but not limited to any incidental, special, consequential damage resulting from or in connection with the use of the Service and/or the impossibility of using it insofar as this is allowed by law.

13. Modification

- a. Maples reserves the right, at its sole discretion, to modify, discontinue or terminate the Services, or to modify these Terms of Service at any time and without prior notice. Maples reserves the right to terminate accounts at any time, without notice. Without limiting the generality of the foregoing, and without further notice, Maples may choose to delete and/or reduce: any or all of your Files if (i) Maples determines, in its sole discretion, that you have violated these Terms of

Service, (ii) your Maples account is otherwise terminated by you or Maples, or (iii) Maples discontinues or terminates the Service.

14. Entire agreement

- a. These Terms of Service supersede any and all prior oral and written quotations, communications, agreements and understandings between you and Maples in relation to the Services. In the occasion that these Terms of Service shall become party invalid, you and Maples remain bound to the remainder.

15. Revisions

- a. Maples may revise these Terms of Service from time to time. Each revised version shall be dated and posted on <https://securefile.maples.com>. Maples recommends that you review <https://securefile.maples.com> from time to time and take note of any changes. If you do not agree with the revised Terms of Service, you should no longer access or use the Service. By continuing to use the Service you accept any changes made to the Terms of Service.

16. Third Party Rights

- a. A person who is not a party to the agreement formed by these terms of Service may not, in its own right or otherwise, enforce any term of these terms of Service except that each member of the Maples Group may, in their own right or on behalf of any director, partner or employee, enforce their (or their or their directors', partners and/or employees') rights pursuant to the Clause 12 of these Terms of Service subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Law, 2014.
- b. The provisions of this "Third Party Rights" section shall survive the termination of these terms of Service.

17. Law and Jurisdiction

- a. These Terms of Service and any dispute, claim, suit, action or proceeding of whatever nature arising out of or in any way related to these Terms of Service, the Services or the use of the Platform (including any non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of the Cayman Islands.
- b. You irrevocably agree that the courts of the Cayman Islands shall have exclusive jurisdiction to hear and determine any claim, suit, action or proceeding, and to settle any disputes, which may arise out of or are in any way related to or in connection with the Terms of Service, the Services and/or the use of the Platform, and, for such purposes, you irrevocably submit to the exclusive jurisdiction of such courts.

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