

Terms of Service

Posted: February 15, 2018

Updated: January 1, 2024

Effective: January 1, 2024

Thank you for entrusting your data collaboration and validation needs to Meidh Technologies! These terms of service ("Terms") cover your use and access to our services, client software, and websites ("Services") that are owned and operated by Meidh Technologies, Inc ("Meidh") and include the platforms Trokt, That's Not Your Spot, GreaseTrack, GreaseTrack Basic, and RAC Clearinghouse. Our Privacy Policy explains how we collect and use your information while our Acceptable Use Policy outlines your responsibilities when using our Services. By using our Services, you are agreeing to be bound by these Terms, our Privacy Policy and Acceptable Use Policy. If you are using our Services for an organization, you are agreeing to these Terms on behalf of that organization. Please note, these Terms are universal across all Services and do not supersede any conflicting provisions contained within any Agreements or Orders specific to individual Services.

Your Data & Your Permissions

When you use our Services, you provide us with things like your files, content, messages, contacts, and or any other data that would not be on our platform if you did not put it there ("Your Data"). Your Data remains yours. These Terms do not give us any rights to Your Data except for the limited rights that enable us to offer the Services.

Agreeing to these Terms by choosing to use our Services means you are giving us permission to do things like hosting Your Data, backing it up, and enabling you to share it with other users. Our Services also provide you with features like commenting, easy sorting, editing, sharing and searching. These and other features may require our systems to access, store, and scan Your Data. By giving your permission to us to provide these services, you are extending your permission to our affiliates and trusted third parties that we work alongside.

Sharing Your Data

Our Services let you share Your Data with others. While our Services are designed to help you minimize the chance of you accidentally sharing Your Data in an unintended manner with another user, you are responsible for any outcome that arises from you sharing Your Data in an unintended manner.

Your Responsibilities

You are responsible for your conduct: your Data and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others' intellectual property rights. Please do not copy, upload, download, or share content unless you have the verifiable right to do so.

We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. However, please note that we have no obligation to do so. We are not responsible for the content people post and share via the Services.

Your password to the Services is an important data security feature. Protecting Your Data means you must protect your password. Please ensure that you safeguard your password to the Services, and keep your account information current. Do not share your account credentials or give others access to your account. We are not responsible for the loss or misuse of Your Data if an unauthorized party gained access to your account due to lapses in your safeguards or protections of your password to the Services.

You may use our Services only as permitted by applicable law, including export control laws and regulations. Finally, our Services are not intended for and may not be used by people under the age of 13. By using our Services, you are making a representation to us that you are over the age of 13.

Software

Some of our Services allow you to download client software ("Software") which may update automatically. So long as you comply with these Terms, we give you a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the Services. To the extent that any component of the Software may be offered under an open source license, we will make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Beta Services

We sometimes release products and features that we are still testing and evaluating. Those Services may be marked beta, preview, early access, or evaluation (or with words or phrases that hold similar meanings), or are being released to you because of your affiliation with an organization that has requested these features while they are still in development. These features may not be as reliable as Meidh's other services.

Our Property

The Services are protected by copyright, service mark or trademark, and other US and foreign laws. These Terms do not grant you any right, title or interest in the Services, others' content in the Services, Meidh trademarks, logos, and other brand features. We welcome feedback, and we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported using our Copyright Policy. We reserve the right to remove your access to or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Meidh Copyright Agent

Meidh Technologies, Inc.

4225 Fleur Drive #132

Des Moines, IA 50321

copyright@meidh.com

Paid Accounts

Billing. You can add or expand paid features (for example, creating documents, creating groups, increasing your documents limits, adding documents to Meidh Tracker) to your account (turning your account into a "Paid Account"). We will automatically bill you from the date you convert to a Paid Account and on each periodic renewal until cancellation. If you are on an annual plan, we will send you a notice email reminding you that your plan is about to renew within a reasonable period of time prior to the renewal date. You are responsible for all applicable taxes, and we will charge tax when required to do so. Some countries have mandatory local laws regarding your cancellation rights, and this paragraph does not override these laws.

No Refunds. You may cancel your Meidh Paid Account at any time. Refunds are only issued if required by law. For example, users living in the European Union have the right to cancel their Paid Account subscriptions within 14 days of signing up for, upgrading to, or renewing a Paid Account.

Downgrades. Your Paid Account will remain in effect until it is cancelled or terminated under these Terms. If you do not pay for your Paid Account on time, we reserve the right to suspend it, disable features, or reduce your access to be equivalent to free account levels.

Changes. We may change the fees in effect but will give you advance notice of these changes via a message to the email address associated with your account.

Meidh Member

Email address. If you sign up for a Meidh account with an email address provisioned by your organization, your organization may be able to block your use of Meidh. While you may create multiple Meidh accounts, your association with both accounts does not necessarily mean that you have the legal authority to transfer Your Data from one account into another one of your accounts.

Using Meidh Member. If you join an organization through Meidh Member, you must use Meidh in compliance with your organization's terms and policies. Please note that Meidh Member accounts are subject to your organization's control. Your administrators may be able to access, disclose, restrict, or remove information in or from your Meidh Member account. They may also be able to restrict or terminate your access to a Meidh Member account. Your association with a Meidh Member account does not impact your rights regarding Your Data associated with any Services accessed in and for any manner unrelated to your organization's Meidh Member account.

Termination

You are free to stop using our Services at any time. We reserve the right to suspend or terminate your access to the Services with notice to you if:

- (a) you are in breach of these Terms,
- (b) you are using the Services in a manner that would cause a real risk of harm or loss to us or other users, or
- (c) you do not have a Paid Account and have not accessed our Services for 12 consecutive months.

We will provide you with reasonable advance notice via the email address associated with your account in order to remedy the activity that prompted us to contact you in the first instance, giving you the opportunity to export Your Data from our Services. If, after such notice, you fail to take the steps we ask of you, we will terminate or suspend your access to the Services.

We will not provide notice before termination where:

- (a) you are in material breach of these Terms,
- (b) doing so would cause us legal liability or compromise our ability to provide the Services to our other users, or
- (c) we are prohibited from doing so by law.

Discontinuation of Services

We may decide to discontinue the Services in response to unforeseen circumstances beyond Meidh's control or to comply with a legal requirement. If we do so, we will give you reasonable prior notice so that you can export Your Data from our systems. If we discontinue Services in this way before the end of any fixed or minimum term you have paid us for, we will refund the portion of the fees you have pre-paid but haven't received Services for.

Services "AS IS"

We strive to provide great Services, but there are certain things that we cannot guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, MEIDH AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. We acknowledge that some jurisdictions do not allow the disclaimers in this paragraph, in this instance they may not apply to you.

Limitation of Liability

WE DO NOT EXCLUDE OR LIMIT OUR LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO—THIS INCLUDES ANY LIABILITY FOR MEIDH'S OR ITS AFFILIATES' FRAUD OR FRAUDULENT MISREPRESENTATION IN PROVIDING THE SERVICES. IN COUNTRIES WHERE THE FOLLOWING TYPES OF EXCLUSIONS ARE NOT ALLOWED, WE ARE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU. THIS PARAGRAPH DOES NOT AFFECT CONSUMER RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, MEIDH, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WILL NOT BE LIABLE FOR:

- i. ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR
- ii. ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT MEIDH OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU USE THE SERVICES FOR ANY COMMERCIAL, BUSINESS OR RE-SALE PURPOSE, MEIDH, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. MEIDH AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES.

OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF \$20 USD OR 100% OF ANY AMOUNT THAT YOU HAVE PAID UNDER YOUR CURRENT SERVICE PLAN WITH MEIDH.

Resolving Disputes

We're Built for Mediation, So Let's Do That First. We believe everyone deserves access to the court system. However, You and Meidh agree to resolve any claims relating to these Terms or the Services through a mediation-arbitration ("Med-Arb") process. The Med-Arb will be overseen by a certified mediator who is accepted by both parties. The procedures agreed to by both parties during the Med-Arb must comply with American Bar Association and Association of Conflict Resolution guidance. Any Med-Arb that is not resolved during the mediation phase may be appealed to the appropriate courts.

Judicial forum for disputes. You and Meidh agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the federal or state courts of Polk County, Iowa, subject to the mandatory arbitration provisions below. Both you and Meidh consent to venue and personal jurisdiction in such courts. If you reside in a country (for example, European Union member states) with laws that give consumers the right to bring disputes in their local courts, this paragraph does not affect those requirements.

Controlling Law

These Terms will be governed by Iowa law except for its conflicts of laws principles. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph does not override those laws.

Entire Agreement

These Terms constitute the entire agreement between you and Meidh with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms. These Terms create no third party beneficiary rights.

Waiver, Severability & Assignment

Meidh'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 under these Terms, and any such attempt will be void. Meidh may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications

We may revise these Terms from time to time to better reflect:

- (a) changes to the law,
- (b) new regulatory requirements, or
- (c) improvements or enhancements made to our Services.

If an update affects your use of the Services or your legal rights as a user of our Services, we will notify you prior to the update's effective date by sending an email to the email address associated with your account or via an in-product notification. These updated terms will be effective no less than 14 days from when we notify you.

If you do not agree to the updates we make, please cancel your account before they become effective. Where applicable, we will offer you a prorated refund based on the amounts you have prepaid for Services and your account cancellation date. By continuing to use or access the Services after the updates come into effect, you agree to be bound by the revised Terms.

Meidh Privacy Policy

Posted: February 15, 2018

Updated: January 1, 2024

Effective: January 1, 2024

Thank you for using Meidh! Here we describe how we collect, use, and handle your information when you use our websites, software, and services ("Services").

What & Why

We collect and use the following information to provide, improve, and protect our Services:

Account. We collect, and associate with your account, information that could include your name, email address, phone number, payment information, physical address(es), and account activity. Some of our services let you access your accounts and your information with other service providers.

Services. Our Services are designed to make it simple for you to store Your Data, collaborate with others, and work across multiple devices. To make that possible, we store, process, and transmit Your Data—including, but not exclusive to, files, messages, comments, and authorizations—as well as information related to it. This related information can be things like your profile information that makes it easier to collaborate and share Your Data with others. Our Services provide you with different options for sharing Your Data.

Usage. We collect information related to how you use the Services, including actions you take in your account (like sharing, editing, viewing, and moving files or folders). This helps us provide you with features like the "Recent Activity" list.

We also collect information from and about the devices you use to access the Services. This includes things like IP addresses, the type of browser and device you use, the web page you visited before coming to our sites, and identifiers associated with your devices. Your devices (depending on their settings) may also transmit location information to the Services.

Cookies and other technologies. We use technologies such as cookies and pixel tags to provide, improve, protect and promote our Services. For example, cookies help us with things like remembering the layout of your files, folders, or documents for your next visit, understanding how you are interacting with our Services, and improving them based on that information. You can set your browser to not accept cookies, but this may limit your ability to use the Services. If our systems receive a DNT:1 signal from your browser, we will respond to that signal as outlined here.

With whom

We may share information as detailed below, however we will not sell it to advertisers or other third parties.

Others working for Meidh. Meidh uses certain trusted third parties (for example, providers of customer support and IT services) to help us provide, improve, protect, and promote our Services. These third parties may access your information only to perform tasks on our behalf in compliance with this Privacy Policy. We will remain responsible for their handling of your information per our instructions.

Other users. Our Services display information including your name, organization name, team name, and email address to other users in places like your user profile and sharing notifications. When you register your Meidh account with an email address on a domain owned by your employer or organization, we may help collaborators find you and your team by making some of your basic information—such as your name, team name, profile picture, and email address—visible to other users in the same Meidh group or Member account. This helps us show you teams that you may join, and helps other users add you to appropriate documents.

Certain features let you make additional information available to others.

Other applications. You can also give third parties access to your information and account - for example, via Meidh APIs. Just remember that their use of your information will be governed by their privacy policies and terms.

Meidh Member Admins. If you are a user of a Meidh Member organization, your administrator may have the ability to access and control your Meidh Member organization account. Please refer to your organization's internal policies if you have questions about this. If you are not a Meidh Member user but interact with a Meidh Member user (by, for example, joining a document owned by a Meidh Member

organization), members of that organization may be able to view the name, email address, profile picture, and IP address that was associated with your account at the time of that interaction.

Our Responsibility to Law Enforcement. We may disclose your information to third parties if we determine that such disclosure is reasonably necessary to (a) comply with the law; (b) protect any person from death or serious bodily injury; (c) prevent fraud or abuse of Meidh or our users; or (d) protect Meidh's property rights.

Stewardship of your data is critical to us and a responsibility that we embrace. We believe that our users' data should receive the same legal protections regardless of whether it is stored on our services or on their home computer's hard drive. We will abide by the following Government Request Principles when receiving, scrutinizing and responding to government requests (including national security requests) for our users' data:

- Be transparent,
- Fight blanket requests,
- Protect all users and
- Provide trusted services.

Changes

If we are involved in a reorganization, merger, acquisition or sale of our assets, your information may be transferred as part of that deal. We will notify you (for example, via a message to the email address associated with your account) of any such deal and outline your choices in that event.

We may revise this Privacy Policy from time to time, and will post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you.

Contact

Have questions or concerns about Meidh, our Services, and privacy? Contact us at privacy@meidh.com.

Meidh DMCA Policy

Posted: February 15, 2018

Updated: January 1, 2024

Effective: January 1, 2024

Meidh respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Meidh will respond expeditiously to claims of copyright infringement committed using the Meidh service and/or the Meidh website (the "Site") if such claims are reported to Meidh's Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to Meidh's Designated Copyright Agent. Upon receipt of Notice as described below, Meidh will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Site.

DMCA Notice of Alleged Infringement ("Notice")

Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.

Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.

Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.

Include both of the following statements in the body of the Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to Meidh's Designated Copyright Agent:

Meidh Copyright Agent

Meidh Technologies, Inc

4225 Fleur Drive #132

Des Moines, IA 50321

Meidh Acceptable Use Policy

Posted: February 15, 2018

Updated: January 1, 2024

Effective: January 1, 2024

We are honored that you have put your trust in Meidh. In exchange, we trust you to use our services responsibly.

You agree not to misuse the Meidh services ("Services") or help anyone else to do so. For example, you must not even attempt to do any of the following in connection with the Services:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you have not been invited to;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorization;
- abuse referrals or promotions to get more features than deserved;
- circumvent feature limits;
- sell the Services unless specifically authorized to do so;
- publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, impairment, or any other protected characteristic;
- violate the law in any way, including storing, publishing, or sharing material that is fraudulent, defamatory, or misleading in nature; or
- violate the privacy or infringe the rights of others.