



*The following should be displayed on the initial log-in by a Claimant's firm following implementation of the revised CPF e-File Terms of Use:*

**Effective Date:** November 29, 2012

**SUPPLEMENTARY AGREEMENT  
FOR THE USE OF THE  
CPF E-FILING SYSTEM**

This Supplementary Agreement (“Supplement”) sets forth the terms and conditions allowing your firm or enterprise (hereinafter “you” or “your”) access to and use of the CPF Web-based electronic e-filing system (“CPF e-File” or the “System”). This Supplement constitutes an amendment and supplement to the Terms of Use for the use of the System (the “[Terms of Use](#)”) and represents the legally binding agreement between CPF and you in connection with the use of the System for CPF e-Filings. In accordance with the provisions of this Supplement, any terms not otherwise defined shall have the meaning ascribed to them in the Terms of Use and if there is any conflict between this Supplement and the Terms of Use, the terms and conditions of this Supplement shall control in relation to CPF e-Filings, as well as your access to and use of the System.

You will be required to complete, sign and return to CPF, a [registration form](#) listing the individuals that you authorize to access and use the System on your behalf (collectively “Authorized Users”), including, without limitation, individual attorneys who will be filing claims against any CPF Client Trust and an individual under your employ, management or control, whether or not an attorney, whom you designate to serve as the “Firm Administrator”, as well as providing such other information as CPF, in its reasonable discretion, may request. You acknowledge, understand and agree that CPF will rely on your list of Authorized Users (and any updates and notifications CPF receives from you in accordance with these Terms of Use) to enable your Authorized Users to access and use the System and that you will be responsible and liable for any and all transactions and other activities using CPF e-File using a user name and/or password of any of your Authorized Users. You may add, delete and/or modify the list of Authorized Users at any time by notifying CPF (which, in the case of oral or electronic notification, must be confirmed in writing by providing us with an updated registration form within 24 hours). You acknowledge and agree that it may take CPF up to three (3) business days to update the System to reflect such additions, deletions and/or modifications.

BY CLICKING ON THE “I AGREE” BUTTON OR BY ACCESSING OR USING THE SYSTEM IN ANY MANNER WHATSOEVER, YOU AGREE: (I) TO BE BOUND BY

AND COMPLY WITH THESE TERMS OF USE; (II) YOU POSSESS THE REQUISITE AUTHORITY, TO ENTER INTO THESE TERMS OF USE AND TO PERFORM THE OBLIGATIONS AND COMPLY WITH THE REQUIREMENTS HEREOF; (III) THAT YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DESIGNATING AND IDENTIFYING YOUR AUTHORIZED USERS HEREUNDER AND UNLESS AND UNTIL CPF IS NOTIFIED OF ANY CHANGES, CPF SHALL BE ENTITLED TO RELY UPON AND USE THE MOST RECENT REGISTRATION FORM AND LISTING OF AUTHORIZED USERS RECEIVED FROM YOU; (IV) THAT YOU, NOT CPF, ARE RESPONSIBLE FOR ENSURING YOUR AUTHORIZED USERS ARE AUTHORIZED BY ALL NECESSARY AUTHORITY AND PERMISSIONS WITHIN YOUR FIRM, COMPANY OR ENTERPRISE TO ACCESS AND USE THE SYSTEM AND INITIATE AND CONSUMMATE TRANSACTIONS USING THE SYSTEM; AND (V) THAT YOU, NOT CPF, SHALL BE RESPONSIBLE FOR ANY ACCESS OR USE BY ANY AUTHORIZED USER OR PERSON, FIRM OR ENTERPRISE ACCESSING OR USING THE SYSTEM WITH USER NAMES AND/OR PASSWORDS OF ANY OF YOUR AUTHORIZED USERS. IF YOU DO NOT AGREE TO OR DO NOT WISH TO BE BOUND BY THESE TERMS OF USE DO NOT CLICK ON "I ACCEPT" AND DO NOT ACCESS OR USE THE SYSTEM IN ANY MANNER.

## **1. System Access and License**

1.1 **License.** Subject to the terms and conditions contained herein, CPF grants you a non-exclusive, non-transferable, limited right and license for Authorized Users to use the System for the sole purpose of submitting, filing and viewing in electronic format asbestos personal injury claims including supporting documentation therefor against a CPF Client Trust, and receiving and responding to information entered by CPF in furtherance thereof. You shall not (and ensure that Authorized Users do not) copy, in whole or in part, the System and shall not modify, adapt, translate, reverse engineer, decompile, disassemble, sublicense, re-distribute, resell or create derivative works based on the System. To the extent you fail to enforce any rights or obligations contained in this Supplement or the Terms of Use against Authorized Users, you hereby agree that CPF has the right to do so directly in order to protect its own interests or as otherwise required by applicable law. As between you and CPF, except for the limited license granted to you herein, CPF retains all right, title and interest in and to the System and any and all adaptations, modifications, additions, customizations, enhancements and derivative works related thereto and/or any of its components, regardless of the form or medium, together with any other materials, data and/or information provided to in connection with this Supplement or the Terms of Use, and CPF does not convey to you any rights or interest therein without limitation.

## **2. Technical Capabilities**

2.1 **Compatible Equipment.** You will provide, at your own cost and expense, compatible computer equipment that meets technical standards that CPF will specify from time to time. The standards that the CPF will set for this purpose

will be among those then in general use among businesses transferring information electronically.

- 2.2 Reports. CPF will make available to you through the System the ability to download certain data and to generate reports summarizing information regarding your claim inventory for each CPF Client Trust.
- 2.3 Access. CPF will undertake commercially reasonable efforts to make the System available to you seven days per week, or as otherwise specified by CPF from time to time. The System may also be unavailable at any time as a result of system failure, or for system upgrades, adjustments, maintenance or other operational considerations. CPF may, in its sole discretion, notify you in advance of any foreseen interruption of availability, but shall be under no obligation to do so. CPF will use reasonable commercial efforts to minimize the length and frequency of interruptions in CPF e-File availability. Notwithstanding any other provision of these Terms of Use, CPF shall not be liable for any damages resulting directly or indirectly from system unavailability.
- 2.4 Technical Assistance. CPF may provide you and any Authorized Users with technical assistance reasonably related to filing and processing claims on the System through its Help Desk, which shall be available during the regular business hours of the CPF or at such other times as CPF may specify from time to time. CPF may also provide access for submitting questions requiring technical assistance through its inquiries e-mail messaging system, through its website at [www.cpf-inc.com](http://www.cpf-inc.com) and/or through the designated contacts screen through the CPF e-File system. It is the CPF's goal to answer inquiries made through the Web site and the CPF e-File system the next business day, although no assurance can be given as to actual response times.
- 2.5 Security. CPF will maintain commercially reasonable physical, electronic and procedural safeguards to protect the information received by it from you through electronic claim filing.

### **3. User Identification**

- 3.1 CPF IDs; User Accounts. All Authorized Users must be assigned a user name password and account rights ("CPF ID") by CPF, which will be associated with an individual account (each a "User Account"). Each CPF ID may only be used by the individual Authorized User to whom it is assigned. The CPF ID for individual attorneys who will be filing claims against any CPF Client Trust (each an "Authorized Attorney User") shall be assigned by CPF. The CPF ID of an Authorized Attorney User may be associated with more than one Claimant's Counsel of Record and, accordingly, may be assigned account rights to access the System of more than one Claimant's Counsel of Record. In addition, although each Authorized Attorney User shall have full access to claims filed under his or her individual name as legal representative of the Claimant in association with you, if you consent to provide an Authorized Attorney User account rights and

access to view, edit and submit claims filed under the name of another attorney as legal representative of the Claimant in association with you, such Authorized Attorney User's access to view, edit and submit the claims filed under the name of another attorney may be limited by the Firm Administrator to the extent, if any, permitted by the System from time to time. All access by non-attorney Authorized Users employed by you shall be managed by the Firm Administrator. Non-attorney Authorized Users will have certain limitations in the functions they can perform within the system, as may be specified by the CPF from time to time. In addition, the Firm Administrator will have the power to further specify the level of authority such other Authorized Users will have within the System.

#### **4. Claim Information**

- 4.1 Complete and Accurate Information. Consistent with your legal and professional responsibilities and the terms of this Supplement and the Terms of Use, in response to the questions asked by the CPF on behalf of CPF Client Trusts, you shall provide complete and accurate information in any CPF e-Filings, including submissions by Bulk Upload Data Transmission. CPF is not, and shall not be, obligated to take any action on a claim until it has received full and complete information, as required by the applicable CPF Client Trust's Asbestos Personal Injury Claims Resolution and Trust Distribution Procedures. You also acknowledge and agree that an electronic claim filing that does not include the law firm name, attorney of record, Claimant's date of birth, first and last name, country of citizenship, social security number or individual identification number, claim review option election and any other information deemed necessary by the System will not be accepted and processed by the System. Nothing in this Agreement shall be construed to constitute a tolling of a requisite statute of limitations or bar date for a claim's timely filing with the respective CPF Client Trust, if the System refuses, or otherwise does not accept, the submission of an electronic filing for any reason, or due to a System failure. Further, nothing in this Supplement or the Terms of Use shall be construed to provide a substantive right of claim filing deferral unless so permitted by the Asbestos Personal Injury Claims Resolution and Trust Distribution Procedures of the respective CPF Client Trust. You acknowledge and agree that although the System permits an electronic claim filing to be saved prior to its electronic submission to CPF, such does not constitute an actual claim filing or submission to CPF and CPF will not have, and in any case will not be deemed to have, any record of such an entry. All claims must be actually submitted and filed in accordance with the rules and procedures of the System as established by CPF in its sole discretion.
- 4.2 Maintenance of Supporting Documents. You will promptly provide to CPF hard copies of any documents supporting claim allegations whenever instructed to do so by CPF. Whenever CPF does not instruct you to provide copies of documents relied upon as part of the CPF e-Filing, you will maintain a copy of each document so relied upon, in either paper or electronic format, and thereafter will timely provide copies of such documents to CPF upon request.

- 4.3 Confidential Information. It is the policy of CPF as custodian of records for CPF Client Trusts that all materials, records and information submitted by or on behalf of Claimants, either individually or by Bulk Upload Data Transmission, including that provided in connection with medical audits and in accordance with the respective CPF Client Trusts' alternative dispute resolution programs, are confidential and submitted solely for claims processing and settlement purposes and are submitted for the sole benefit of the respective CPF Client Trust(s) for whom a Claimant asserts a claim. Accordingly, CPF shall use reasonable commercial efforts to keep confidential all CPF e-Filings or other electronic submissions to the CPF under this Agreement, and CPF shall only provide such filings and/or submissions to third parties (for the avoidance of doubt, other than its employees, agents and clients) in response to what CPF reasonably believes to be a properly served, valid and enforceable subpoena, or upon the prior written consent of the Claimant or will send the request for documents to the respective CPF Client Trust's counsel.
- 4.4 Simultaneous Access to Claimant Information. You acknowledge that if two or more of your User Accounts are entering claim data for an individual Claimant simultaneously, the electronic entries of one or more of the Authorized Users may not be properly accepted by the System. CPF cannot and does not guarantee the quality of the data integrity if two or more User Accounts are entering the same individual's claim data simultaneously.
- 4.5 Bulk Upload Data Transmission. In the event you are permitted to file multiple claims by bulk upload or utilizing the CPF's proprietary system referred to as "Web Services" (collectively, "Bulk Upload Data Transmission"), you hereby certify that all information submitted to CPF will comply in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure and any and all other applicable laws, rules and regulations.
- 4.6 Adherence to Client Trust's Asbestos Personal Injury Claims Resolution and Trust Distribution Procedures (TDP's). You represent, warrant and covenant that any submissions made to CPF through the CPF e-File will conform to the rules and procedures established by the respective CPF Client Trusts and contained in such CPF Client TDP's as may be amended from time to time or any other related documents or procedures that may be specified by a CPF Client Trust from time to time.
- 4.7 Client Trusts' Payment Criteria Unchanged. This Supplement and the Terms of Use are not intended to alter and does not supersede the claim payment criteria contained in the TDP's or any other related documents or procedures of any of the CPF Client Trusts. These Terms of Use do not create any rights to claim payment beyond those set forth in the CPF Client Trusts' TDP's or any other related documents or procedures that may be specified by a CPF Client Trust from time to time.

## **5. Settlement Offer, Acceptance, and Payment**

- 5.1 Settlement Offers. After its review of a claim submitted electronically, CPF, acting on behalf of a CPF Client Trust, may communicate any settlement offer to you through CPF e-File. In the event the Claimant desires to accept any such settlement offer, CPF e-File shall prompt you to either electronically generate a customized release for use in documenting acceptance of the settlement offer (the “Release”) or request the CPF mail a release to you. If you elect to generate the Release, the System will prompt you to electronically view/print the Release in a portable document file (.pdf) format. The Release shall not be modified in any manner from the customized form the CPF provides through CPF e-File or mails to you.
- 5.2 Signed Release. In the event a Claimant intends to accept a settlement offer communicated through CPF e-File, you are solely responsible for obtaining the signature of the Claimant on the Release and delivering the Release to CPF. Delivery of the Release may be made as follows: (a) by mailing to the CPF at the address designated on the original signed Release or (b) by uploading through the System, emailing or faxing an image of the original signed Release. In the event an image of the original signed Release is delivered to CPF, you shall maintain the original signed Release for no less than five (5) years or the minimum time under the applicable statute of limitations. You will timely provide the original, signed Release to the CPF, upon request made on behalf of the applicable CPF Client Trust that issued the Release.

## **6. Warranty**

You represent and warrant to CPF that: (a) you have the authority to enter into this Supplement; (b) each Authorized User’s access to and use of the System is and will be (i) permitted based on the authority provided by you; (ii) in compliance with this Supplement, the Terms of Use and all applicable laws, rules and regulations, professional responsibilities, rules of conduct and behavior by which you and such Authorized Users are bound; and (iii) conducted in accordance with your requirements, standards, policies or procedures; and (c) except as otherwise specifically set forth in this Supplement, you are responsible and liable for you and your Authorized User’s acts and omissions in connection with your access to and use of the System.

## **7. Indemnification**

You agree to indemnify, hold harmless and defend CPF and its officers, directors, trustees, shareholder, employees, contractors and agents against all liabilities, costs and damages (including reasonable attorneys’ fees) incurred or allegedly incurred by CPF in connection with any third party claims arising out of (a) a breach or any of your representations, warranties or covenants contained herein or (b) your use of the System, including, but not limited to, CPF e-Filings, and further including, but not limited to, failure of the CPF e-File or any related services to meet specifications, or for breach of

warranty, bodily injury or personal property damage.

**8. Limitation of Liability**

- 8.1 Limited Damages. EXCEPT AS REQUIRED BY LAW, NEITHER CPF NOR ANY OFFICER, DIRECTOR, SHAREHOLDER, OWNER, TRUSTEE, EMPLOYEE, CONTRACTOR, OR AGENT OF CPF OR ITS CLIENT TRUSTS SHALL BE LIABLE TO YOU, ANY USER OF THE SYSTEM, ANY CLAIMANT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SAVINGS, BUSINESS INTERRUPTION, COMPUTER INTERRUPTION, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF CPF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM (I) THE USE OR THE INABILITY TO USE CPF E-FILE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA; OR (III) ANY OTHER MATTER RELATING TO CPF E-FILE. IF THIS LIMITATION OF LIABILITY OR THE DISCLAIMER OF WARRANTY SET FORTH HEREIN IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN CPF'S, ITS OFFICERS', DIRECTORS', SHAREHOLDERS', OWNERS', TRUSTEES', EMPLOYEES', CONTRACTORS', AGENTS', AND CLIENT TRUSTS' MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, EITHER JOINTLY OR SEVERALLY, SHALL BE LIMITED TO \$1,000 (ONE THOUSAND DOLLARS). Some jurisdictions do not allow the limitation or exclusion of consequential or incidental damages, so some of the foregoing limitations may not apply to you.
- 8.2 THE SYSTEM, AND ALL INFORMATION, SERVICES AND CPF E-FILINGS MADE AVAILABLE ON, THROUGH OR IN CONNECTION THEREWITH, ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THE SYSTEM WILL BE AVAILABLE FOR USE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS, SERVICES OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. WITHOUT LIMITING THE FOREGOING, CPF IS NOT RESPONSIBLE OR LIABLE FOR ANY MALICIOUS CODE, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS ARISING OUT OF YOUR USE OF THE SYSTEM. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOU ARE ASSUMING THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, PERFORMANCE, TIMELINESS, ADEQUACY, COMPLETENESS, CORRECTNESS, AUTHENTICITY, SECURITY AND VALIDITY OF ANY AND ALL FEATURES AND

FUNCTIONS OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, CPF E-FILINGS AND INFORMATION ASSOCIATED WITH YOUR USE OF THE SYSTEM. CPF MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND THAT THE SYSTEM WILL MEET YOUR REQUIREMENTS AND/OR THAT YOUR USE OF AND ACCESS TO THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE OR OTHER HARMFUL COMPONENTS OR OTHERWISE SECURE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY OR ARISING OUT OF CUSTOM OR COURSE OF DEALING OR USAGE OF OR IN THE TRADE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 8.3 Client Trust or Your Actions. The CPF will in no circumstances be liable for actions, omissions or decisions of CPF Client Trusts or those of you. The grant by CPF of access to the System does not ensure that a particular CPF Client Trust will permit you to submit electronic claim filings relating to that CPF Client Trust. The use and extent of use of CPF e-File is solely in the discretion of each individual CPF Client Trust.

9. **Entire Agreement and Waiver.**

This Supplement, together with the Terms of Use and any other regulations, procedures and policies which CPF refers to and which are hereby incorporated by reference, constitute the entire agreement and understanding between you and CPF the System and your access to and use thereof, and supersedes any and all prior or inconsistent understandings relating to the System and your use thereof. This Supplement cannot be changed or terminated orally. If any provision of this Supplement is held to be illegal, invalid or unenforceable, this shall not affect any other provisions and this Supplement shall be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow CPF to enforce its meaning shall survive the termination of this Supplement.

**I AGREE**



**REGISTRATION FORM**

**ATTORNEY NAME**

**E-MAIL ADDRESS**

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**FIRM WEBSITE URL**

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**FIRM ADMINISTRATOR**

**E-MAIL ADDRESS**

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**FIRM NAME**

**FIRM TAX IDENTIFICATION #**

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**FIRM ADDRESS**

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By selecting "I AGREE", (a) you acknowledge and agree that you have read, understand and agree to the revised [Terms of Use](#) and (b) if you are accepting these Terms of Use on behalf of your employer or another entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Terms of Use.

**I AGREE**

**Last Updated:** November 29, 2012

## **CPF E-FILE TERMS OF USE**

These CPF e-File Terms of Use (the “Terms of Use”) constitute a legally binding agreement between Claims Processing Facility, Inc. (“CPF”) and you, your firm, company or enterprise (“you” or “your”) in connection with your access to and use of the CPF Web-based electronic e-filing system (“CPF e-File” or the “System”). These Terms of Use apply to all users of the System, whether or not you have registered for same, and by using the System you expressly understand, acknowledge and agree to comply with these Terms of Use and any additional terms and conditions that we may provide to you in connection with your use of or access to same (“Additional Terms”). The Additional Terms are hereby incorporated into these Terms of Use by reference as though fully set forth herein. To the extent that there is a conflict between these Terms of Use and the Additional Terms, the Additional Terms shall govern.

### **1. Services.**

- 1.1 Subject to the terms and conditions hereof, the CPF shall enable you to use CPF e-File to submit, file and view in electronic format asbestos personal injury claims including supporting documentation therefor against a CPF Client Trust. As used herein, asbestos injury claims and/or documentation filed in electronic format through the System will be referred to as “CPF e-Filing(s).” You will have access to information through the System for the sole purpose of filing and responding to information requests in efforts to settle asbestos personal injury claims. You will have access to information through the System only regarding your own claim filings against a CPF Client Trust, and will be authorized to act through the System only in regard to your own claim filings against a CPF Client Trust. You shall not access or attempt to access the CPF e-Filings of any other law firm, individual attorney or person(s) that you are not authorized by the CPF to access, view or submit claims on behalf.
- 1.2 Filing Methods, Media, and Format. The System will accept claim data from you using one or more methods and electronic media that CPF will specify from time to time, in formats that the CPF will specify from time to time. The methods, media and formats which the CPF will specify will be among those then in general use among businesses transferring information electronically.
- 1.3 Proprietary System. You acknowledge that the System, and any and all modifications, upgrades and enhancements thereto and all screens and formats used in connection therewith, are the exclusive proprietary and intellectual property of the CPF and its licensors, and you shall not publish, disclose, display, provide access to or otherwise make available any software, hardware or any other products associated with the System, or any screens, formats, reports or printouts used, provided, produced from or in connection therewith, to any person or entity without the prior written consent of the CPF, with the exception that you may publish, disclose, display, provide access to or otherwise make available to a

Claimant represented by you any screens, reports or printouts which contain information relating solely to that Claimant's claim.

1.4 Account Access. The CPF will provide access to the System only upon entry of the CPF ID. The CPF recommends that passwords be changed frequently. The CPF may deny access to the System following failed log-ins. You are responsible for maintaining the strict confidentiality of CPF IDs, and you shall be responsible for any access to or use of the System by you or any person or entity using your CPF ID, whether or not such access or use has been authorized by you or on your behalf, and whether or not such person or entity is your employee or agent. You agree to immediately notify CPF of any unauthorized use of any of your CPF IDs or User Account or any other breach of security. It is your sole responsibility to (a) control the dissemination and use of your CPF ID and User Account, (b) control access to your CPF ID and User Account and (c) if applicable, cancel your User Account. CPF reserves the right to deny access, use and registration privileges to any Authorized User of the System if we believe there is a question about the identity of the person trying to access any account or element of the System. CPF shall not be responsible or liable for any loss or damage arising from your failure to comply with this Section 1.4.

1.5 Authority; Authorization. If you are using the System, in whole or in part, on behalf of any firm, entity, enterprise, business, organization or other third party (each, an "Obligor"), then you hereby represent and warrant that (a) you have the full right, power and authority to enter into these Terms of Use on behalf of the Obligor and to create a legal, valid and binding obligation on Obligor enforceable against Obligor in accordance the terms hereof; (b) all corporate, organizational and other proceedings required to be taken by Obligor to authorize your agreement to, and performance under, this Agreement have been taken and all necessary licenses, authorizations, permits, consents and approvals required have been obtained; and (c) your use of the System on behalf of the Obligor does not and shall not violate any applicable law, rule or regulation or require any additional consent or other action by any other person or entity. IN THE EVENT YOU ARE USING THE SYSTEM, IN WHOLE OR IN PART, ON BEHALF OF AN OBLIGOR, THE TERMS "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL MEAN, COLLECTIVELY, YOU AND THE OBLIGOR, AND THIS AGREEMENT SHALL BE, JOINTLY AND SEVERALLY, BINDING UPON AND ENFORCEABLE AGAINST YOU AND THE OBLIGOR FOR ALL PURPOSES HEREUNDER.

## 2. Rules and Procedures.

2.1 Adherence to Law; Rules and Procedures. You must comply with all local, state, federal laws, statutes, rules and regulations which apply to your use of the System and you must comply with any and all reasonable instructions CPF may provide from time to time regarding your use of the System. If you do not, CPF may discontinue your right to use the System immediately and without further notice. You must also comply with and adhere to any additional terms and conditions that

apply to you as an Authorized User and those features, functions and activities which we have authorized for you. You are solely responsible for your conduct on and in connection with the System. You represent, warrant and covenant that, while using the System, you shall not:

- (a) intentionally or unintentionally engage in or encourage conduct that would violate any applicable local, state, national or international law, rule, regulation, judicial or government order or treaty or give rise to civil liability or violate or infringe upon any intellectual property, proprietary, privacy, moral, publicity or other rights of ours or of any other person or entity;
- (b) submit, post, email, display, transmit or otherwise make available on, through or in connection with the System any material or take any action that is or is likely to be unlawful, harmful, threatening, abusive, tortious, defamatory, libelous, deceptive or fraudulent;
- (c) submit, display, transmit or otherwise make available on, through or in connection with the System any material that you do not have a right to make available under any law, rule or regulation or under contractual or fiduciary relationships (such as inside information, proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements), or otherwise creates a security or privacy risk for any other person or entity;
- (d) intentionally or unintentionally engage in or encourage conduct that affects adversely or reflect negatively on CPF or its affiliates, the System, CPF's goodwill, name or reputation, or discourage any person or entity from using all or any portion, features or functions of the System;
- (e) submit, display, transmit or otherwise make available on, through or in connection with the System any material that contains a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (f) modify, disrupt, impair, alter or interfere with the use, features, function, operation or maintenance of the System or the rights or use of the System by any other user;
- (g) impersonate any person or entity or falsely state or otherwise represent your affiliation with a person or entity, transmit or otherwise make available on, through, or in connection with the System false or misleading indications of origin, information or statements of fact;
- (h) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted on, through or in connection with the System, including CPF e-Filings; or
- (i) solicit passwords or personal identifying information for commercial or unlawful purposes from other Authorized Users or engage in spamming, flooding, harvesting of email addresses or other personal information, "spidering", "screen scraping", "phishing", "database scraping," or any other activity with the purposes of obtaining lists of users or other information.

**3. Modifications.**

- 3.1 CPF may update, modify, amend or supplement these Terms of Use from time to time, at any time, without notice to you, for any reason, in its sole discretion, by updating the Help files on the System, posting or displaying notices on the System and/or notification to you through other electronic means. The form of such notice is in CPF's discretion. Once CPF posts or makes them available on the Systems, these changes become effective immediately and if you use the System after they become effective it will signify your agreement to be bound by the changes. CPF recommends that you check back frequently and review these Terms of Use regularly so you are aware of the most current rights and obligations that apply to you.

**4. Limitation of Liability; Indemnification.**

- 4.1 Limited Damages. EXCEPT AS REQUIRED BY LAW, NEITHER CPF NOR ANY OFFICER, DIRECTOR, SHAREHOLDER, OWNER, TRUSTEE, EMPLOYEE, CONTRACTOR, OR AGENT OF CPF OR ITS CLIENT TRUSTS SHALL BE LIABLE TO YOU, ANY USER OF THE SYSTEM, ANY CLAIMANT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST SAVINGS, BUSINESS INTERRUPTION, COMPUTER INTERRUPTION, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF CPF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM (I) THE USE OR THE INABILITY TO USE CPF E-FILE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA; OR (III) ANY OTHER MATTER RELATING TO CPF E-FILE. IF THIS LIMITATION OF LIABILITY OR THE DISCLAIMER OF WARRANTY SET FORTH HEREIN IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN CPF'S, ITS OFFICERS', DIRECTORS', SHAREHOLDERS', OWNERS', TRUSTEES', EMPLOYEES', CONTRACTORS', AGENTS', AND CLIENT TRUSTS' MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE, EITHER JOINTLY OR SEVERALLY, SHALL BE LIMITED TO \$1,000 (ONE THOUSAND DOLLARS). Some jurisdictions do not allow the limitation or exclusion of consequential or incidental damages, so some of the foregoing limitations may not apply to you.
- 4.2 THE SYSTEM, AND ALL INFORMATION, SERVICES AND CPF E-FILINGS MADE AVAILABLE ON, THROUGH OR IN CONNECTION THEREWITH, ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND,

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- 4.3 Without limiting the generality or effect of other provisions of these Terms of Use, as a condition of the use of the System, you agree to indemnify, hold harmless and defend CPF and its officers, directors, trustees, shareholder, employees, contractors and agents against all liabilities, costs and damages (including reasonable attorneys' fees) incurred or allegedly incurred by CPF in connection with any third party claims arising out of (a) a breach or any of your representations, warranties or covenants contained herein or (b) your use of the System, including, but not limited to, CPF e-Filings, and further including, but not limited to, failure of the CPF e-File or any related services to meet specifications, or for breach of warranty, bodily injury or personal property damage.

**5. Miscellaneous.**

- 5.1 Assignment. These Terms of Use, and any rights, licenses and privileges granted herein, may not be transferred or assigned by you, but may be assigned or transferred by CPF without restriction and without notice to you.
- 5.2 Termination. CPF has the right to terminate these Terms of Use and, in its sole and absolute discretion, at any time and without notice or liability to you, CPF may restrict, suspend or terminate your use of the System, in whole or in part, and no such action will limit any other rights or remedies which are available to CPF. You may terminate this Agreement by providing CPF with notice of your

termination and you must immediately discontinue and cease your use of the System.

- 5.3 Disputes. Any dispute relating to the validity and/or appropriate disease categorization or settlement value of a claim submitted by you to CPF will be resolved pursuant to the dispute resolution procedures of the relevant CPF Client Trust.
- 5.4 Applicable Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including without limitation, provisions concerning litigation of actions), shall be governed by and construed in accordance with the laws of the State of Illinois, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.
- 5.5 Jurisdiction. Any dispute under or concerning this Agreement shall be subject to the exclusive jurisdiction of the courts of Illinois. The Parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside of the State of Illinois in any matter to be submitted to any such court pursuant hereto.
- 5.6 Entire Agreement and Waiver. These Terms of Use, together with any Additional Terms and any other regulations, procedures and policies which CPF refers to and which are hereby incorporated by reference, constitute the entire agreement and understanding between you and CPF the System and your access to and use thereof, and supersedes any and all prior or inconsistent understandings relating to the System and your use thereof. These Terms of Use cannot be changed or terminated orally. If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this shall not affect any other provisions and these Terms of Use shall be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow CPF to enforce its meaning shall survive the termination of these Terms of Use.

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