

Filot Operations Inc.

External Portal Users TERMS OF SERVICE

Last updated: January 8th, 2026

1. AGREEMENT TO TERMS

These Terms of Service (the “Terms”) constitute a legally binding agreement between you, whether personally or on behalf of an entity (“you” or “External Portal User”), and Filot Operations Inc. (“Filot,” “we,” “us,” or “our”), governing your access to and use of Filot’s web-based client portal and associated features made available to external parties for the limited purpose of exchanging documents and collaborating with a Filot customer (collectively, the “External Portal” or “Services”). Filot Operations Inc. is a Delaware corporation with its registered office at 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. By creating an account, accessing, or using the External Portal, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you are prohibited from using the External Portal and must discontinue use immediately.

The External Portal is intended solely to enable you to send, receive, access, and collaborate on documents with a subscribing Filot customer (the “Customer”) and Customer’s authorized users. You acknowledge and agree that you are not a customer of Filot by virtue of using the External Portal, you do not purchase or receive any subscription rights from Filot under these Terms, and any relationship you may have regarding the underlying documents or transaction is solely between you and the applicable Customer.

By using the External Portal, you confirm that you are at least 18 years of age and legally permitted to do so under applicable law.

Privacy Policy Notice: For information on how we handle your personal data, please refer to our [Privacy Policy](#).

2. LIMITED PURPOSE; NO SUBSCRIPTION RIGHTS

Subject to these Terms, Filot grants you a limited, non-exclusive, non-transferable, revocable license to access and use the External Portal solely to exchange documents and collaborate with the applicable Customer through the External Portal. You may use the External Portal only in connection with your legitimate relationship with the applicable Customer and only as necessary to send, receive, access, and collaborate on documents with that Customer. You may not use the External Portal for any other purpose. Filot does not provide the External Portal to you in exchange for a fee, and you do not acquire

any paid subscription or service rights by using the External Portal. Filot may modify, suspend, or discontinue the External Portal at any time.

3. ACCOUNT REGISTRATION AND SECURITY

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You agree to provide accurate and complete information when creating an account and to keep your account information current. You may not share your credentials with others or allow others to access the External Portal using your account. You must promptly notify Filot of any unauthorized access to or use of your account.

4. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the External Portal, including all source code, databases, functionality, software, visual design, and trademarks (collectively, “Content” and “Marks”), is the property of Filot or its licensors and is protected by copyright and trademark laws. Except for the limited license granted in these Terms, Filot reserves all rights in and to the External Portal. You may not reproduce, republish, transmit, distribute, or exploit any portion of the External Portal or its content without Filot’s express written consent.

5. USER REPRESENTATIONS

By using the External Portal, you represent that you have the legal capacity to enter into these Terms, will use the External Portal in accordance with all applicable laws, will not access the External Portal through automated or unauthorized means, and will not use the External Portal to engage in unlawful, deceptive, or harmful activity. You further represent and warrant that you will not use the External Portal for any unlawful purpose and will not upload, share, transmit, or otherwise make available any content that violates applicable law.

6. PROHIBITED ACTIVITIES

You may not use the External Portal to violate any applicable law or regulation, including by uploading, storing, transmitting, sharing, or otherwise making available any content that is unlawful, fraudulent, defamatory, obscene, or otherwise illegal. You may not use the External Portal to facilitate, promote, or assist wrongdoing, including fraud, theft, extortion, money laundering, trafficking, or the planning or commission of crimes. You may not upload, store, transmit, share, or make available child sexual abuse material or any exploitative, abusive, or harmful content involving minors. You may not violate or attempt to circumvent security features; interfere with server operation; reverse engineer, decompile, or disassemble the External Portal; harass users or Filot staff; introduce malware, ransomware, spyware, or

other malicious code; attempt to gain unauthorized access to any system or data; or use the External Portal for unauthorized commercial purposes. You are solely responsible for the legality of all documents and information you upload, share, or transmit through the External Portal, and Filot does not access, view, review, or monitor the contents of uploaded documents.

7. USER CONTENT AND DOCUMENTS

The External Portal may allow you to upload, transmit, receive, access, and collaborate on documents with a Customer. Filot does not access, view, review, or monitor the contents of uploaded documents. You acknowledge and agree that Filot is not a party to, and does not control, the underlying relationship or transaction between you and the Customer, and Filot does not provide legal, financial, or other professional advice. If you have questions regarding the documents, permissions, retention, or your rights with respect to the documents, you should contact the Customer directly.

8. YOUR CONTENT RIGHTS; LIMITED PERMISSION TO OPERATE THE SERVICE

You retain ownership of your documents and data. By using the External Portal, you grant Filot permission to host, store, transmit, and process your documents and data solely to provide the External Portal and associated functionality. Filot's storage and processing of documents is performed to operate the External Portal (for example, routing, encryption, storage, and retrieval functionality) and Filot does not access the contents of uploaded documents.

9. SUBMISSIONS

Any suggestions or feedback you provide to Filot may be used freely, without obligation or compensation to you.

10. SITE MANAGEMENT AND ENFORCEMENT

Filot reserves the right to monitor the External Portal for compliance with these Terms through account activity, usage patterns, and technical or security signals, excluding the contents of uploaded documents, and to restrict, suspend, or remove access as necessary to protect the External Portal, Filot, Customers, users, or third parties. Filot may investigate and take action based on credible reports, notices, legal process, or technical or security signals indicating misuse of the External Portal, and may restrict, suspend, or terminate access to comply with law, protect the External Portal, or prevent abuse, without accessing or reviewing the contents of uploaded documents.

11. TERM AND TERMINATION

These Terms remain in effect as long as you use the External Portal. Filot may terminate or suspend your access to the External Portal at any time for any reason, including if Filot believes you have violated these Terms or if your access is no longer authorized by the applicable Customer. Upon termination, your right to use the External Portal will immediately cease.

12. MODIFICATIONS AND INTERRUPTIONS

Filot may modify, update, or discontinue portions of the External Portal at any time. Filot is not liable for any resulting downtime or interruptions.

13. CHANGES TO THESE TERMS

Filot may modify these Terms from time to time in its sole discretion. If Filot makes material changes, Filot will provide reasonable notice, such as by posting the updated Terms on the External Portal or by providing notice through the External Portal or by email to the address associated with your account. Unless otherwise stated, updated Terms will be effective as of the date they are posted. Your continued access to or use of the External Portal after the effective date of any updated Terms constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you must stop using the External Portal.

14. DISCLAIMER

The External Portal is provided “as is.” Filot disclaims all warranties, including merchantability, fitness for a particular purpose, and non-infringement. Once documents are downloaded or exported by you or others, they may no longer be protected by Filot’s security controls.

15. LIMITATION OF LIABILITY

To the maximum extent allowed by law, Filot shall not be liable for indirect, incidental, or consequential damages resulting from or related to your use of the External Portal.

16. INDEMNIFICATION

You agree to indemnify and hold harmless Filot and its affiliates against any claims arising from your use of the External Portal or violation of these Terms.

17. GOVERNING LAW

These Terms are governed by the laws of the State of Delaware.

18. DISPUTE RESOLUTION

Before filing a claim, the parties agree to attempt to resolve disputes informally for 30 days. If unresolved, disputes will be resolved by binding arbitration under the AAA's rules. Arbitration will take place in Milwaukee, Wisconsin. Disputes must be brought in an individual capacity, and class actions are not permitted. Certain disputes (including those relating to intellectual property rights or requests for injunctive relief) may be brought directly in court.

19. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

By using the External Portal, you consent to electronic communications and transactions. All agreements, notices, disclosures, and other communications provided electronically satisfy legal requirements for written communications.

20. MISCELLANEOUS

These Terms constitute the entire agreement between you and Filot regarding the External Portal. If any part is held invalid, the remainder will continue in effect. Filot may assign its rights and obligations under these Terms without restriction. No joint venture, partnership, employment relationship, or agency relationship is created by these Terms.

Export Control: You agree not to use the External Portal in violation of U.S. export laws, including restrictions on embargoed countries or restricted parties.

21. CONTACT US

Email: Contact@filot.io.

Phone: Not available at this time.

Mailing Address: Filot Operations Inc., 1209 Orange Street, Wilmington, DE 19801