

User Agreement

Terms and conditions

Introduction

Welcome to WISER BROKER. WISER BROKER is a cloud based real estate transaction management and storage software tool to help real estate brokers, and their real estate agents, to go from the use of hard copy filing to a comprehensive managed paperless solution made possible by Masterefile. We handle the processing of documents related to your transactions by allowing the brokerage firm to set up its own system for the storing, editing and saving of files based on your filing needs. We provide a cloud based tool that allows you to create, save, edit, print and download transactions and documents utilized in the real estate industry.

By using WISER BROKER (including WISER BROKER.com and its related sites, services and tools) ("Services"), you agree to these Terms and Conditions ("User Agreement" or "Agreement") and to the related Privacy Policy for WISER BROKER and the websites of our subsidiaries and international affiliates, if any. This Agreement is effective on February 15, 2020, for current users, and upon acceptance for new users.

Masterefile owns both Wiser Broker and H2eFile brand names. Wiser Broker just replaces the name of our product H2eFile, but all terms, conditions, agreement, features and functionalities remain the same. Therefore if you see the name H2eFile in any place, please consider that it is referring to Wiser Broker.

Definitions

Masterefile: Masterefile refers to Masterefile, LLC, a Florida limited liability company providing the WISER BROKER Services.

Services: The cloud-based tools provided through WISER BROKER that include the ability to create, store, edit, print, share and download electronic documents and their content.

Submissions: Any data, file of any format accepted by WISER BROKER, uploaded by the User under the subscription paid, and using H2EFILE features and functionalities.

Subscriber/Customer: Any person or business entity that registers to use the WISER BROKER Services. The Subscriber/Customer, by registering to use the WISER BROKER Services, agrees to pay to Masterefile the fees required to use the Services. Typically, a real estate broker is the Subscriber, and that broker's employees and agents are additional Users of WISER BROKER based upon the Subscriber's settings.

Subscription: A limited license granted by Masterefile to a Subscriber / Customer to utilize the WISER BROKER Services so long as the Subscriber / Customer satisfies and meets the conditions required under these Terms and Conditions.

User: The Subscriber and any individual duly authorized by the Subscriber, capable to login through a user ID and password, in order to gain access to WISER BROKER's features and functionalities, based upon the scope of the permissions granted by the Subscriber in the "user permission profile functionality," which is controlled by that Subscriber at its sole discretion.

User Agreement: These Terms and Conditions and the related Privacy Policy for WISER BROKER.

You / Your: As used herein, “You,” or “Your” refers to each Subscriber / Customer, and any employee or agent that such Subscriber / Customer authorizes to use its Subscription with Masterefile.

We: Masterefile.

Registration

In order to use WISER BROKER Services, a Customer must select to register/subscribe, and the Customer must provide the registration information requested by the site. As a condition of registration, each Subscriber represents that the registration information provided to Masterefile is accurate and correct. You will be given a user ID and password to access your WISER BROKER Subscription and You will also be allowed to incorporate as many Users that are part of your company as You subscribe in the registration process or that you add later in the course of the use of WISER BROKER. It is Your and Your Users' sole responsibility to safeguard each username and password and not share it with others. You will be responsible for all activity done through your Subscription. Any information You provide must be accurate, correct, up-to-date, and updated in a timely manner if the information changes. We have the right, upon written request, to receive proof of the accuracy of all information You provide to Masterefile through the site or otherwise.

Your Submissions & Your Permissions

When You use WISER BROKER's Services, You upload to Masterefile's cloud Your electronic content, including documents, files, messages, contacts and related information ("Your Submissions"). Your Submissions are Yours, are private and encrypted, and therefore Masterefile has no access to see or manipulate in any manner the content of any document or file uploaded by You or any of your Users. This Agreement does not give Masterefile any rights to Your Submissions except for the limited purpose of storing, retrieving and serving the encrypted information to You that enables Masterefile to offer and provide You the WISER BROKER Services.

PLEASE NOTE THAT:

- (1) Masterefile does not have access to open, edit, view, delete, share, download, print or manipulate in any manner, the encrypted User-uploaded data;
- (2) **The Intentional deletion of a file, by any User, before it is locked and secured within the regular storage process provided through WISER BROKER, will result in the permanent deletion of that file.** Once a document is locked and secured, it cannot be deleted, unless the Subscriber intentionally and consciously unlocks the file first and then elects to delete it.

Through this Agreement, You are granting Masterefile permission to store and host Your Submissions and back them up. Our Services also provide You with features like document previews, document emailing, sorting, editing, sharing and searching, etc. These and other features require You and Your Users to scan Your Submissions.

Once You are registered with Masterefile to use the WISER BROKER Services. You can then upload electronic content to WISER BROKER. All file formats accepted by Wiser Broker will be automatically converted at upload to pdf format.

Electronic content uploaded to WISER BROKER will be saved in our servers and only You and anyone You give permission to view such content will have access. We provide as much space to store your documents as established in your subscription.

You expressly agree to release Masterefile from any liability related to the sharing, printing, downloading or viewing of any content that You or any of your authorized Users may have submitted/uploaded, while using these or any other feature included in WISER BROKER.

Files Uploaded to WISER BROKER

You may submit files in the most common formats accepted by WISER BROKER. Currently, WISER BROKER accepts .pdf, .exe, .doc, .ppt, .png, .jpg, and files compatible with these formats. Masterefile may change accepted formats as necessary for the functioning of WISER BROKER. Users will be warned about additional accepted file formats at the time of uploading each file into the WISER BROKER system. WISER BROKER will process electronic content provided to it in a manner that allows WISER BROKER to efficiently store information, but that also permits retrieval of legible electronic content. You expressly agree that WISER BROKER may use its proprietary algorithms and features to process, store, retrieve and serve all electronic content you upload to it.

WISER BROKER Software

Some of our WISER BROKER Services allow You to download software to Your device ("Software") which may update automatically. So long as You comply with these Terms and Conditions, we give You a limited, nonexclusive, nontransferable, revocable license to use the Software, solely to access the WISER BROKER Services. To the extent any component of the Software may be offered under an open source license, we'll 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.

Third Party Online Uploading

WISER BROKER provides you the option to view, share, download and print Your electronic files. In addition to the content You store in the WISER BROKER system, Your, and all Your authorized Users', login names and passwords are private and encrypted. WISER BROKER will exercise its best efforts to keep Your user name and password secure but cannot guaranty that the information cannot be compromised. By using this service, You agree not to make any claims or to hold Masterefile liable for any unauthorized use or disclosure of your and any of your authorized users' user-name or password. As previously explained, all content uploaded by You and any of your authorized Users is private and encrypted. WISER BROKER has no access to view or manipulate in any manner Your submissions. By using this service, You certify and warrant that You are the exclusive owner of all rights to these images and to any persons or objects displayed in them, including but not limited to copyrights, rights of personality and rights of publicity. You agree to indemnify and hold WISER BROKER harmless in the event of any third party claims arising from the uploading and/or publication of Your files, including any images contained in Your files.

Third Party Terms and Conditions

The WISER BROKER system uses third party online data storage providers to store electronic content that You upload to our site. Currently, the online data storage provider that WISER BROKER uses is Microsoft Azure¹. By using our service, You confirm that You have read and agree to our use of Microsoft Azure for storage and transfer your Submissions and to the Microsoft Azure terms and conditions. You can find the Microsoft Azure terms and conditions at this [link](#).

¹ Microsoft Azure ® is a registered trademark of Microsoft Corporation. WISER BROKER is not associated with or affiliated to Microsoft Corporation.

Rights to Your Electronic Content

Masterefile appreciates Your business and will never claim rights to Your electronic content except as necessary to provide its services to You. When You transfer electronic content to WISER BROKER, You represent and warrant to WISER BROKER that You either own Your content or have written permission from the copyright owner or the owner of the information to make such content available to WISER BROKER. If You violate these provisions and upload and/or share the content of others without their consent, You are solely responsible for any legal violations, including copyright violations, that are committed as a result of Your actions and You agree to indemnify and hold harmless Masterefile, its officers, directors, employees and agents from any resulting attorney's fees, costs and liability.

Payments for Services

Wiser Broker services is to be paid online to Masterefile. Subscriber/Customer will be charged for the number of Active users, those showing active status on the User Screen of Wiser Broker. This charge will be a) at the beginning of each 30-day term starting on the registration date, or b) a proration until the end of current 30-day term, if the user is activated within the 30-day term.

In the event that Your payment is dishonored or otherwise not made, You agree that we may refuse to allow You to continue using the WISER BROKER service.

In case Masterefile must terminate Your Subscription, Masterefile will allow you to continue using WISER BROKER in a limited feature version for 10 calendar days. The limited feature version means that You and all your Users will be able to perform all features available on WISER BROKER, except those related to adding or editing. Within the mentioned 10-day period Subscriber/Customer will be allowed to make a local backup containing all Your available data in WISER BROKER at the date of performing the local backup. If you fail to make a local backup within the 10-calendar day limited feature version period, in order to obtain that back-up, you may contact Marterefile within 90 calendar days, after the end of the 10-day period. Once the 90 calendar day period expires, you are advised that Marterefile have the right to permanently remove your data from our server, without being held responsible for that removal.

Recovery Assistance

Subscriber will hold WISER BROKER harmless for any data loss resulting from the improper use of WISER BROKER features, whether by a mistake made by You or Your Users, or by the intentional deletion or removal of the Submissions. If You damage or lose electronic content as a result of Your failure to follow the instructions in the WISER BROKER system, or by failing to abide by these Terms and Conditions, to the extent that Your Submissions are recoverable, Masterefile will provide a proposal with an estimated time to complete the services necessary to recover the information and an hourly rate charged by Masterefile to attempt to recover the Submissions.

Prohibited Acts

While using WISER BROKER sites, services, features and tools, You will not:

- post obscene, racist, offensive, derogatory, defamatory, scandal or insulting content on our sites, should access to such posting capability be provided;
- violate any laws, third party rights or our policies;

- use our sites, services or tools if You are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our sites, services or tools;
- fail to deliver valid payment for Your subscription with Masterefile for WISER BROKER services;
- infringe the intellectual property of Masterefile or that of any third party;
- Transfer your WISER BROKER User ID and password;
- distribute unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm the WISER BROKER system, or the interests or property of Masterefile and its Users;
- copy text, code, copy or content from our sites; or
- copy, modify or distribute content from the WISER BROKER sites you are not authorized to access.

Electronic Communications

When You use any WISER BROKER service, or send e-mails to Masterefile, You are communicating with Masterefile electronically. You consent to receive communications from Masterefile electronically. We will communicate with You by e-mail. You agree that WISER BROKER is not responsible for any unauthorized third party access to communications or content exchanged between You and Masterefile. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing.

Subcontractors

Masterefile may outsource electronic content processing services to subcontractors. Masterefile prohibits any subcontractors from copying or otherwise using your content for any purpose other than providing the storage and processing what you requested through WISER BROKER. Masterefile will promptly terminate use of any subcontractor that it suspects of misusing customer content or who presents a risk of doing so. Masterefile is not liable to You if a subcontractor violates its Subcontractor Agreement or otherwise infringes your intellectual property rights. By using our service, You expressly waive any claims against Masterefile related to any actions or omissions committed by any subcontractor, including, but not limited to, any claims for negligent supervision, wrongful employment or agency, technical or mechanical failure.

Notice for Claims of Intellectual Property Violations Pursuant to Section 512(c) of Title 17 of the United States Code

We take claims of intellectual property violations or copyright infringement related to content delivered to our sites very seriously. You may only submit to Masterefile digital images and other electronic content that that you created or that legally belongs to You through assignment, license or inheritance. If You have a good faith belief that someone on our site has committed a violation of the United States Digital Millennium Copyright Act, that Your work has been copied in a way that constitutes copyright infringement or that Your intellectual property rights have been otherwise violated, You can provide Masterefile's designated agent with the following information:

1. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest that is allegedly infringed.
2. Identification or description of the copyrighted work or other intellectual property that You claim has been infringed including any registration numbers related to the work and a copy of the registration certificate with specimen identifying the work. If You are asserting infringement of an intellectual property right other than copyright,

please specify the intellectual property right at issue (e.g. trademark, trade secret or patent).

3. Identification or description of where the material that You claim is infringing is located on the WISER BROKER site, with enough detail that we may find it on WISER BROKER's website.
4. Your address, telephone number, and email address.
5. A statement by You that You have a good faith belief that the use of the material complained of is not authorized by the copyright or intellectual property owner, its agent, or the law.
6. A statement by You, made under penalty of perjury, that the information in Your notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Masterefile's agent designated to receive claims of copyright or other intellectual property infringement may be contacted as follows:

By mail

WISER BROKER's DMCA Agent
296 Mossy Oak Dr., Huntsville, AL 35806

By phone

786-621-7100

By fax

786-621-7106

By email

copyright@WISER BROKER.com

Masterefile has implemented a policy that provides for the limitation, suspension or termination of the accounts of users who repeatedly infringe copyrights or other intellectual property rights of Masterefile and/or others.

Charges and Services for WISER BROKER

If you wish to register/subscribe for WISER BROKER's Services, You will be charged for such services. Fees for our Services are listed on the relevant pricing page on our site. We may choose to temporarily change the fees for our services for promotional events or new services, and such changes are effective when we post the temporary promotional event or new service on WISER BROKER sites. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes associated with our services in a timely manner. If Your payment fails or Your account is past due, we may collect fees owed and interest using other collection mechanisms or we may suspend You from using our services, according to the terms mentioned in the "Payments for Services" paragraph of this agreement.

LIMITED WARRANTY

THIS IS A SERVICES AGREEMENT. THE REMEDIES SET FORTH IN THESE TERMS ARE YOUR SOLE AND EXCLUSIVE REMEDIES TO THE FULLEST EXTENT PERMITTED UNDER LAW. ANY SERVICE MADE AVAILABLE BY MASTEREFILE THROUGH WISER BROKER AND ANY RESULTING CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. MASTEREFILE WARRANTS ONLY THAT IT WILL ATTEMPT TO PROCESS ELECTRONIC CONTENT THAT ARE PROVIDED PURSUANT TO YOUR INSTRUCTIONS AND THAT THE RESULTING CONTENT AND/OR IMAGES WILL BE RETURNED TO YOU SUBJECT

TO YOUR PAYMENT. MASTEREFILE USES PROPRIETARY SOFTWARE TO SECURELY STORE YOUR INFORMATION. NOTWITHSTANDING MASTEREFILE'S EFFORTS, MASTEREFILE EXPRESSLY DOES NOT WARRANT THAT YOUR CONTENT IS SECURE AND MAY NOT BE ACCESSED BY THIRD PARTIES WITHOUT AUTHORITY. IF YOUR CONTENT DOES NOT ADEQUATELY COMPLY WITH OUR REQUIREMENTS OR INSTRUCTIONS, ARE STOLEN BY A THIRD PARTY FROM WISER BROKER OR A THIRD PARTY SITE USED BY MASTEREFILE, MASTEREFILE'S SOLE OBLIGATION, AND YOUR SOLE AND EXCLUSIVE REMEDY, WILL BE FOR MASTEREFILE TO, AT ITS SOLE DISCRETION, EITHER (I) REFUND THE FULL AMOUNT CHARGED FOR THE SERVICES PURCHASED BY YOU, OR (II) TO CONTINUE TO PROVIDE WISER BROKER'S SERVICES AT NO EXTRA COST FOR A MUTUALLY AGREED PERIOD OF TIME. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, MASTEREFILE AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. WISER BROKER MAKES NO WARRANTY THAT (I) THE SERVICE WILL BE PROVIDED IN A MANNER THAT IS UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (II) THE SERVICE IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (III) THE SERVICE WILL MEET YOUR REQUIREMENTS. MASTEREFILE MAKES NO WARRANTY THAT THIRD PARTY SERVICES THAT IT USES IN PROVIDING ITS SERVICE TO YOU ARE SECURE OR FREE OF VIRUSES. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR VERIFYING THE SAFETY OF ANY CONTENT THAT YOU DOWNLOAD FROM OUR SITE OR ANY THIRD PARTY SITE THAT WE USE INCLUDING ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Limitation of Liability

YOU WILL NOT HOLD MASTEREFILE RESPONSIBLE AND MASTEREFILE WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER IN EQUITY OR AT LAW ARISING IN TORT, CONTRACT, WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) FOR ANY LIABILITIES, LOSS OF MONEY, GOODWILL OR REPUTATION, OR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING, DIRECTLY OR INDIRECTLY, OUT OF YOUR USE OF OR YOUR INABILITY TO USE OUR SITES, SERVICES OR THE ACTIONS OR INACTIONS OF THIRD PARTY SERVICES USED IN PROVIDING YOU THE SERVICES OR THE ACTIONS OF THIRD PARTIES IN ACCESSING YOUR CONTENT WITHOUT AUTHORITY OR IN THE HANDLING OF YOUR CONTENT. TO THE EXTENT LEGALLY PERMITTED, WE EXCLUDE ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. IF THESE LIMITATIONS ARE CIRCUMVENTED AND IF WE ARE FOUND TO BE LIABLE, OUR LIABILITY TO YOU OR TO ANY THIRD PARTY IS LIMITED TO THE GREATER OF (A) THE TOTAL FEES YOU PAID TO US, OR IF PAYMENT WAS NOT MADE THAT YOU WERE BILLED BY US, IN YOUR LAST ORDER FOR OUR SERVICES PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (B) \$100. TO THE EXTENT THAT YOUR STATE DOES NOT ALLOW OR OTHERWISE LIMITS THE SCOPE OF THIS CLAUSE THIS LIMITATION MAY BE LIMITED IN SCOPE OR MAY NOT APPLY TO YOU.

Release

If You have a dispute with one or more users, You release Masterefile (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Non-Solicitation

By using WISER BROKER Services, You agree that in further consideration for the services provided, You agree that, for a period of one year from the last service provided, You will not solicit, directly or indirectly, Masterefile's employees or subcontractors to breach their agreements or terminate their engagements with Masterefile. You consent to emergency injunctive relief without bond and an award of Masterefile's resulting attorney's fees and costs in the event that you breach this covenant.

Robot, Spider, Scraper, usage Prohibited

The sites contain robot exclusion headers. Much of the information on the sites is updated on a real-time basis and is proprietary or is licensed to Masterefile by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the sites for any purpose without our express hand written permission. Additionally, You agree that you will not:

- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the sites without the prior express written permission of Masterefile and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the sites, services or tools, or any activities conducted on or with the sites, services or tools; or
- bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the sites.

User Privacy

We do not sell or rent Your personal information to third parties for their marketing purposes. We use Your information only as described in the WISER BROKER Privacy Policy. We view protection of user's privacy as a very important principle. We outsource the processing and storage of your Submissions with Microsoft Azure®, on computers that are protected by physical as well as technological security devices. You can access and modify the information You provide Masterefile using Your private and encrypted user ID and password. For a complete description of how we use and protect your personal information, see the WISER BROKER Privacy Policy.

Indemnity

You will indemnify, defend and hold Masterefile (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from and against all losses, claims, liabilities, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms or any activity related to the service (including negligent or wrongful conduct) by You or by any other person accessing the service as Your invitee, such as by using your Subscription.

No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Modifications

We may revise these Terms and Conditions from time to time, and will always post the most current version on our website. If a revision meaningfully reduces Your rights, we will notify You by sending a message to the email address associated with Your account. By continuing to use or access the WISER BROKER Services after the revisions come into effect, You agree to be bound by the revised Terms and Conditions.

Notice

Except as explicitly stated otherwise, legal notices shall be served on Masterefile's national registered agent or to the email address you provide to WISER BROKER during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

Legal Disputes

If a dispute arises between you and Masterefile, our goal is to provide You with a neutral and cost effective means of resolving the dispute quickly. Accordingly, You and Masterefile agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with this section or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact Masterefile directly to seek a resolution. We will consider reasonable requests to resolve the dispute through mediation.

- Law and Forum for Legal Disputes - This Agreement shall be governed in all respects by the laws of the State of Florida as they apply to agreements entered into and to be performed entirely within Florida between Florida residents, without regard to conflict of law provisions.
- Arbitration Claims Under \$5,000 - For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$5,000, the party requesting relief the dispute will be resolved by binding arbitration. The arbitration will be conducted by the American Arbitration Association (AAA) under its commercial rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes before a single arbitrator panel. The AAA's rules are available at www.adr.org. The AAA and the parties must comply with the following requirements: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction and shall not exceed \$10,000.
- Arbitration Claims for \$5,000 or More - Any dispute or claim for \$5,000 or more will be resolved by binding arbitration. If you are a U.S. resident the arbitration will be resolved pursuant to the commercial rules of the AAA before a single arbitrator panel. If you are not a U.S. resident the arbitration will be resolved pursuant to the International Dispute Resolution Procedures of the AAA. The arbitration will be conducted in Miami-Dade County Florida, U.S. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. The arbitrator will be authorized to award attorney's fees and costs to the prevailing party.
- The Federal Arbitration Act and federal arbitration law apply to this agreement.
- Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Masterefile and to the American Arbitration Association, 100 SE 2nd St Ste. 2300, Miami, FL 33131.
- Notwithstanding the foregoing, a party may seek preliminary injunctive relief in a court of competent jurisdiction for any claims involving intellectual property.

Waiver, Severability & Assignment

Masterefile'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 and Conditions 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 Conditions, and any such attempt will be void. Masterefile may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the WISER BROKER Services.