

"Company Name"

Terms of Service

Last updated: July 8, 2022

Please read these terms of service ("Agreement") carefully as this Agreement constitutes a binding contract between the user that accepts this Agreement ("Customer") and "Company Name", a Delaware company having its registered address at 874 Walker Road, Suite C, Dover, Delaware 19904 USA ("Ourbookkeepingservices") governing your use of the services available through the Ourbookkeepingservices website at <https://ourbookkeepingservices.com> ("Site") and any mobile applications (each an "App") through which they may be made available (the "Services"). By checking an opt-in box, clicking on "I accept" or otherwise accepting this Agreement on the sign-up page, installing the App, or otherwise accessing or using the Services, Customer acknowledges that they have read, understood, and agree to be bound by and comply with the terms of this Agreement. If Customer is using the Services on behalf of an entity, partnership, or other organization, then Customer represents that they: (i) are an authorized representative of that entity with the authority to bind that entity to this Agreement and (ii) such entity agrees to be bound by this Agreement. If Customer does not agree to the terms of this Agreement, then they are not permitted to use the Services.

ARBITRATION NOTICE. Except for certain kinds of disputes described in the Arbitration provision below, Customer agrees that disputes arising under this Agreement will be resolved by binding individual arbitration, and BY ACCEPTING THIS AGREEMENT, CUSTOMER AND OURBOOKKEEPINGSERVICES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. CUSTOMER AGREES TO GIVE UP CUSTOMER RIGHT TO GO TO COURT to assert or defend Customer rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a single ARBITRATOR and NOT a judge or jury. See the Arbitration provision below.

## 1. Services.

The Services consist of cloud-based financial tools and services which may include (i) bookkeeping, accounting data storage and processing services, (ii) financial information storage and reporting, (iii) tax preparation and support services ("Tax Services"), and (iv) the service of communicating information to, from and among Third Party Servicers, as per Customer instructions. Customer may make certain selections of Services that they wish to procure through the Application or the Account.

Ourbookkeepingservices will provide the Services to Customer for the term of this Agreement, subject to the payment of applicable Fees and compliance with the terms of this Agreement. As part of the Services, Ourbookkeepingservices hereby grants to Customer a non-exclusive, non-transferable, non-assignable right to use the Services, as per the terms of this Agreement. Customer acknowledges that

the Services are cloud-based and hosted services and no copies of the Services or Ourbookkeepingservices System will be delivered to Customer, other than (where available) the App, subject to the End User License Agreement ("EULA"). The Services shall be used by Customer solely for Customer own purposes and Ourbookkeepingservices does not convey any right, title or interest in the Services or Ourbookkeepingservices System to Customer. Customer right to use the Services shall terminate upon any termination of this Agreement or any suspension or termination of the supply of the Services to Customer.

## Financial Transactions

Ourbookkeepingservices shall not perform any financial transactions for Customer. Customer may, however, be able to use the Services to communicate Customer instructions to a Third Party Servicer of Customer which Third Party Servicer may perform a financial transaction on behalf of Customer pursuant to the Third Party Servicer Agreement. Ourbookkeepingservices is not liable for any such financial transaction or the results thereof.

## Errors

Customer shall immediately notify Ourbookkeepingservices of any errors by Ourbookkeepingservices or Customer in the supply or use of the Services. Where practicable, Ourbookkeepingservices shall use commercially reasonable efforts to investigate errors, but makes no representation as to its ability to correct the error. Customer shall provide Ourbookkeepingservices with any information necessary to investigate an error in a Transaction. Some payment transactions, such as wire transfers, are irreversible, so Customer agrees to exercise extreme caution when initiating any financial transaction by way of instructions delivered one of its Third Party Servicers through the Services.

## Tax Services

Customer acknowledges that Ourbookkeepingservices will provide Tax Services only if and upon Customer's completion of a validly executed Taxpayer Disclosure Authorization in which Customer consents to allow Ourbookkeepingservices to disclose certain tax information as specifically described therein for such period until Customer is no longer using Ourbookkeepingservices's tax return preparation services. Customer understands and acknowledges that Ourbookkeepingservices will not provide Tax Services until such **Taxpayer Disclosure Authorization** is executed and provided to Ourbookkeepingservices.

## 2. Ourbookkeepingservices Account and Customer ID.

Ourbookkeepingservices shall provide Customer with a unique and private Account accessible through the Service. The Account shall be a record of Customer Transactions and Fees. Ourbookkeepingservices shall provide Customer with access codes for the Account. Customer shall not disclose such codes or permit any third party to use them. Customer has exclusive responsibility for the use of Customer Account. Ourbookkeepingservices will invite Customer to enter certain preferences and specifications within the Application or the Account that will apply to the Services; Customer assumes exclusive responsibility for such selections even if they contain errors by Customer or result in losses to Customer. Any additional terms and conditions posted to the Site with respect to the Account or specific Services preferences selected by Customer are incorporated herein by reference.

Except as required to deliver the Services or as otherwise required by law, Ourbookkeepingservices shall not grant any third party access to Customer Account.

Customer shall notify Ourbookkeepingservices by email to [help@ourbookkeepingservices.com](mailto:help@ourbookkeepingservices.com) immediately of any loss or disclosure, whether voluntary or otherwise, of any Account password or access code to a third party.

Upon Customer's request, Ourbookkeepingservices will also issue Customer a Customer ID associated with the Account ("Customer ID"). Customer may share their Customer ID only with officers, directors, bookkeepers, accountants or other Customer personnel that are directly employed or engaged by Customer ("Customer Personnel") provided that Customer binds such third parties to undertakings of confidentiality and to also honor the terms hereof. Customer Personnel may only access and use the Services through the Customer ID and in compliance with this Agreement; Customer will not allow Customer Personnel to share the Customer ID with third parties. Customer is responsible for all activity occurring under its Customer ID whether by Customer Personnel or otherwise. Ourbookkeepingservices reserves the right to replace the Customer ID in its sole discretion for any reason or for no reason. Any Customer Personnel who accesses the Services does so subject to this Agreement.

Customer shall provide, at Customer's own expense, all necessary hardware, applications and internet connectivity necessary to access the Services. Customer acknowledges that the internet can be unpredictable in performance, unsecure and may, from time to time, impede access to the Services or performance hereunder. Customer agrees that Ourbookkeepingservices is not responsible for any internet outages, unsecure WIFI or other connections or any other interference with Customer's use of or access to the Services or security breaches arising from any Customer Device and Customer waives any and all claims against Ourbookkeepingservices in connection therewith.

### 3. Limitations.

#### Prohibited Customers

The following Persons are prohibited from using the Services: (i) Persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC), Specially Designated Nationals List (SDN); (ii) Persons who are less than 18 years of age; (iii) Persons, or their Affiliates who have procured services from Ourbookkeepingservices and have been terminated by Ourbookkeepingservices; and (iv) individual consumers. The Services may not be used for individual consumer use. Customer must be a business, charitable organization or not-for-profit organization to use the Services.

Ourbookkeepingservices reserves the right to decline to provide Services or terminate Services to one or another type of business. Ourbookkeepingservices shall notify Customer of prohibited business types through the Site, the Account or the App. In any case, any business that is illegal or operates in support of illegal activity is prohibited from using the Services.

#### Limitations on Use

Customer shall not itself and shall not permit any Customer Personnel or any other third party to: (i) permit any party to access or use the Services other than the Customer Personnel authorized under this Agreement; (ii) modify, adapt, alter or translate any software of Ourbookkeepingservices Systems underlying the Services; (iii) license, lease, rent, loan, distribute, or otherwise transfer the Services to any third party; (iv) except if, and solely to the extent that, such a restriction is impermissible under Law, reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of any software or Ourbookkeepingservices Systems underlying the Services; (v) use or copy the any software or Ourbookkeepingservices Systems underlying the Services except as expressly allowed hereunder; (vi) conduct or promote any illegal activities while using the Services; (vii) use the Services to generate unsolicited email advertisements or spam; (viii) use the Services to stalk, harass or harm another individual; (ix) use any high volume automatic, electronic or manual process to access, search or harvest information from the Services (including without limitation robots, spiders or scripts); (x) except if, and solely to the extent that, such a restriction is impermissible under Law, interfere in any way with the proper functioning of the Services or interfere with or disrupt any servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (xi) attempt to gain access to secured portions of the Services to which it does not possess access rights; (xii) upload or transmit any form of virus, worm, Trojan horse, or other malicious code; (xiii) use any robot, spider, other automatic device, or manual process to extract, "screen scrape", monitor, "mine", or copy any static or dynamic web page on the Services or the content contained on any such web page for commercial use without our prior express written permission; (xiv) impersonate any person or entity, or otherwise misrepresent its affiliation with a person or entity; (xv) mirror or frame the Services or any content, place pop-up windows over its pages, or otherwise affect the display of its pages; or (xvi) publicly display or publicly perform any part of the Services. Customer may not use

the Services for any purpose other than a purpose for which the Services are expressly designed. If Customer is prohibited under Laws from using the Services, Customer may not use them.

#### 4. Ourbookkeepingservices Intellectual Property Rights.

Ourbookkeepingservices expressly reserves all Intellectual Property Rights in the Services, Ourbookkeepingservices System and all materials provided by Ourbookkeepingservices hereunder. All right, title and interest in the Services and all other materials provided by Ourbookkeepingservices hereunder, any update, adaptation, translation, customization or derivative work thereof, and all Intellectual Property Rights therein will remain with Ourbookkeepingservices or its licensors. Ourbookkeepingservices reserves the right, in its sole discretion, to change, modify, add, or remove portions of the Services without prior notice to Customer or consent of Customer. Certain of the names, logos, trademarks, trade names, service marks, content, visual interfaces, interactive features, information, compilation, computer code, products, services, and other materials displayed on the Services ("Ourbookkeepingservices Materials"), are protected by Intellectual Property Rights Laws of the United States, **Canada, and other jurisdictions**.

#### 5. Customer Data Consent.

Customer hereby authorizes Ourbookkeepingservices to, directly or through third parties, make any inquiries and conduct any investigation to verify Customer identity.

The Services requires certain information concerning Customer, including but not limited to Customer name, address, phone number, email address, Bank Account information and other Third Party Servicer account information. Customer agrees that all information it provides to Ourbookkeepingservices shall be complete and accurate and Customer shall promptly correct any errors in the information provided to Ourbookkeepingservices.

Subject to the Ourbookkeepingservices Privacy Policy, posted at the Site and incorporated herein by reference, and any other separate agreement between Customer and Ourbookkeepingservices, Customer and each of Customer Personnel hereby grant Ourbookkeepingservices the right to collect, store, use and disclose Customer Data for the purpose of providing the Services and its integration with Third Party Servicer Services selected by Customer. Where Customer Data includes data concerning third parties, Customer states that it has obtained the necessary consents for Ourbookkeepingservices to collect, process, store such data hereunder from the relevant data subjects. Data collected by Ourbookkeepingservices is subject to the Ourbookkeepingservices Privacy Policy, posted at the Site and incorporated herein by reference. Subject to Law, where Ourbookkeepingservices is subject to a subpoena request for Customer Data, Ourbookkeepingservices shall provide Customer with an opportunity to contest the request, failing which Ourbookkeepingservices shall cooperate with the request.

Subject to any separate agreement between Customer and Ourbookkeepingservices, Customer hereby authorizes Ourbookkeepingservices and each Third Party Servicer to each obtain from the others and disclose to the others Customer Data in so far as is necessary to supply their respective services either hereunder or under their respective Third Party Servicer Agreements.

Where required by Law, Ourbookkeepingservices will disclose Customer Data to law enforcement agencies. Ourbookkeepingservices reserves the right to keep Customer Data for the term of this Agreement and for five (5) years thereafter.

## 6. Customer Data.

### Accuracy

Customer has sole responsibility for the accuracy, appropriateness and completeness of all Customer Data. Ourbookkeepingservices will use the Customer Data it is provided in performing the Services and is not responsible for reviewing, validating or otherwise confirming the accuracy, appropriateness or completeness of Customer Data.

### Security

Ourbookkeepingservices will take reasonable steps to help protect Customer Data. However, Customer understands and agrees that such steps do not guarantee that the Services are invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities.

Ourbookkeepingservices reserves the right to cooperate with local, state and federal authorities in investigations of improper or unlawful activities and this may require the disclosure of Customer's personal information. Ourbookkeepingservices may also report to other organizations about improper or unlawful user activities and this reporting may include disclosure of personal information relating to those individuals conducting such improper or unlawful activities.

Customer shall secure Customer Data in its possession or under its control. Customer assumes exclusive responsibility for ensuring the security of Customer Device and the Data on it. Ourbookkeepingservices is not liable for the operation or failure of Customer Devices or those of any third party, including but not limited to processors, hosting services, internet service providers and other Third Party Servicers. Customer shall not operate Customer Device in a manner that does not meet the applicable security requirements of Ourbookkeepingservices, indicated in the Account or on the Site, or those of Third Party Servicers.

Ourbookkeepingservices is not responsible for performing, and is not liable for any failure to perform, any back-up of any Customer Data or other data provided, transmitted, processed, or stored by Customer in or through the Services. It is Customer's responsibility to back-up onto a Customer Device all Customer Data, including all data and records that Customer submits to Ourbookkeepingservices.

## Sharing

Ourbookkeepingservices shall disclose Customer Data to those representatives of Customer identified by Customer for such purposes and also to such Third Party Servicers as Customer has selected. Ourbookkeepingservices has no liability for any collection, processing, storage, use or disclosure of Customer Data by any Third Party Servicer or any other third party. Ourbookkeepingservices reserves the right to decline to share Customer Data with any third party where Ourbookkeepingservices believes that such sharing may expose Customer or Ourbookkeepingservices to excessive security, financial or reputational risk, provided however that Ourbookkeepingservices shall never be liable for any act or omission of any third party with respect to Customer Data or otherwise. Ourbookkeepingservices makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility or liability for, the quality, content, nature, veracity or reliability of any Customer Data.

## Feedback

In the event that Customer provides Ourbookkeepingservices any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Services (collectively "Feedback"), Customer agrees that Ourbookkeepingservices may use the Feedback to modify the Services and that Customer will not be due any compensation, including any royalty related to the product or service that incorporates the Feedback. Customer hereby grants Ourbookkeepingservices a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether Customer provides the Feedback on the Services or through any other method of communication with Ourbookkeepingservices.

## Limitations

Customer shall not take possession of or enter into the Account any data: (i) that Customer does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality or fiduciary obligations that Customer might have with respect to the

Customer Data); (ii) for which Customer does not have the consent or permission from the owner of any personally identifiable information contained in the Customer Data; (iii) that infringes, misappropriates or otherwise violates any Intellectual Property Rights or violates any privacy rights of any third party; (iv) that is false or misleading; (v) that is defamatory, obscene, or offensive; (vi) that violates, or encourages any conduct that would violate, any Laws or regulation or would give rise to civil or criminal liability; or (vii) that contains any viruses, trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

#### Financial Data Storage, Not Advice

The Services enable the storage of Customer Data that is of a financial nature (e.g., bookkeeping, accounting and other financial information). Customer acknowledges, however, that the Services (other than the tax preparation and advisory services) do not include the supply of any accounting, financial, investment, legal or other professional advice. Ourbookkeepingservices is not an accounting or other professional services firm. Ourbookkeepingservices does not hold any licenses for the supply of any accounting, financial, investment, legal or other professional advice, and none of the Services shall be construed as including any such services. Data presented in the Services, such as financial information, for example, shall not be construed as reflective of the financial status of Customer or any third party nor are they necessarily compatible with any specific accounting standards, such as GAAP (generally accepted accounting principles). Customer shall be exclusively responsible for retaining third party any accounting, financial, investment, legal and other professional advice.

#### Customer Call Monitoring

Ourbookkeepingservices may monitor and record support-related and other outbound calls to Customer, as well as inbound calls to Ourbookkeepingservices by Customer or Customer's representatives, for compliance, support, training and other purposes. Customer agrees that Ourbookkeepingservices may record any call between Customer and Ourbookkeepingservices relating to the Services, and agrees to (i) notify all relevant Customer employees that calls with Ourbookkeepingservices may be monitored and (ii) indemnify and hold harmless Ourbookkeepingservices from any claim arising as a result of Ourbookkeepingservices monitoring or recording of calls between Ourbookkeepingservices and Customer's representatives.

#### 7. Indemnification.

Customer shall defend, indemnify, and hold harmless Ourbookkeepingservices, its employees, officers, directors Affiliates, suppliers, licensors, Third Party Servicers and other customers against any and all liability including damages, recoveries, deficiencies, interest, penalties, losses and reasonable attorney's



fees arising out of or relating to: (i) any breach of the terms hereof; (ii) any breach of a Third Party Servicer Agreement; (iii) any violation of any Laws; (iv) any use of Customer Data by Customer or a Third Party Servicer or other third party; (v) Customer use of the Services, including in combination with any third party service; (vi) any Transaction; (vii) any financial transaction occurring as a result of data communicated via the Services; (viii) any act or omission of any Third Party Servicer or Client; (ix) costs incurred by Ourbookkeepingservices enforcing the terms hereof or responding to any subpoena relating to Customer, Customer Data or a Third Party Servicer; (x) any claim by a governmental taxing authority; or (xi) any dispute between Customer and any third party or Customer Personnel.

## 8. Term, Termination and Suspension

### Term

The term of this Agreement shall begin as of when Customer accepts this Agreement, completes the Application or obtains an Account, shall continue in effect for an initial period of either one month or one year, depending on Customer's selection at account activation (the "Initial Term"), and shall automatically renew for a period of the same duration as the Initial Term upon the expiration of the Initial Term or any subsequent term (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless either party provides the other with advanced written notice of its election not to renew this Agreement before the expiration of the then-current Initial Term or Renewal Term, as applicable.

### Termination

Customer may cease using the Services by closing their Account or such other means as the Services may provide, but doing so does not act to terminate this Agreement. Customer must provide Ourbookkeepingservices with written notice in accordance with the immediately preceding paragraph that Customer elects not to renew this Agreement when the then-current Initial Term or Renewal Term expires. Customer will be responsible for any Fees due during the remainder of the Term. Ourbookkeepingservices may terminate this Agreement by notice to Customer through the Account, by email to the contact information provided in the Application or by other electronic notice to other contact information provided by Customer to Ourbookkeepingservices.

### Suspension

Ourbookkeepingservices may, at its discretion, suspend Customer access to, or otherwise modify, the Services and any component thereof, without notice in order to: (i) prevent damages to, or degradation of the integrity of, Ourbookkeepingservices's internet network; (ii) comply with any Law; (iii) otherwise protect Ourbookkeepingservices from potential legal liability or harm to its reputation or business; or

(iv) because Ourbookkeepingservices has opted to change the Services. Ourbookkeepingservices will use commercially reasonable efforts to notify Customer of the reason(s) for such suspension or termination action as soon as reasonably practicable. Nothing contained in this Agreement will be construed to limit Ourbookkeepingservices's actions or remedies or act as a waiver of Ourbookkeepingservices's rights in any way with respect to any of the foregoing activities. Ourbookkeepingservices will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of the Services.

## 9. Customer Support.

Ourbookkeepingservices will use commercially reasonable efforts to provide Customer with technical support services relating to the Services via its technical support website, email, or telephone.

Ourbookkeepingservices may update the Services in its sole discretion which updates may alter, add or remove functionality of the Services. Ourbookkeepingservices may also, from time to time, schedule downtime for maintenance and upgrades to the Services.

## 10. Fees.

### Fees

Access to the Services may require Customer to pay Fees, as may be further described at <https://ourbookkeepingservices.com/pricing/> or otherwise on the Site, the App or in the Account. All Fees are in U.S. dollars and are non-refundable, unless otherwise provided herein. Ourbookkeepingservices reserves the right to amend the Fees by posting new Fees on the Site, in the App or in the Account; such changes shall take effect within thirty (30) days unless accepted by Customer earlier or if Customer does not close their Account within such delay.

### Payment

Customer shall authorize Ourbookkeepingservices to collect payment of Fees from a credit card, debit card or other means of payment; Customer authorizes Ourbookkeepingservices to charge all Fees and other amounts owing hereunder, including all applicable taxes, from such payment method. If Customer pays any Fees with a credit card, Ourbookkeepingservices may seek pre-authorization of Customer's credit card account prior to Customer's purchase to verify that the credit card is valid and has the necessary funds or credit available to cover Customer's purchase.

The Services may include functionality for activating, updating, or canceling recurring payments for periodic charges. If Customer activates or updates recurring payments through the Services, Customer authorizes Ourbookkeepingservices to periodically charge, on a going-forward basis and until expiration or termination of the Term, all accrued sums on or before the payment due date for the accrued sums. Customer must provide Ourbookkeepingservices with written notice of its election not to renew the Term before it renews to avoid billing and payment for the next recurring Renewal Term. For example, if Customer has a one-year long Initial Term and a subscription plan providing for 12 monthly payments during the Initial Term, (a) if Customer provides Ourbookkeepingservices with written notice of its election not to renew this Agreement before the expiration of the Initial Term, Customer will be responsible for any remaining monthly payments during the Initial Term but not for any subsequent Renewal Term, however, (b) if Customer fails to provide Ourbookkeepingservices with written notice of its election not to renew this Agreement before the end of the Initial Term, this Agreement will renew for another year and Customer will be responsible to pay the 12 monthly payments during the Renewal Term. If Customer updates or cancels any existing authorized one-time or recurring payment, it may take up to 10 business days for the update or cancellation to take effect.

Without limitation, Ourbookkeepingservices reserves the right to suspend the Services until all Fees or other amounts owing hereunder are paid in full or terminate this Agreement for late payment.

Fees quoted do not include, and Customer shall pay and hold Ourbookkeepingservices harmless from all sales, use, gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Ourbookkeepingservices.

#### ACH Consent

Customer desires to effect settlement of credits and debits from Customer Bank Account(s) by means of ACH and/or wire transfer in conjunction with the Services for Customer by Ourbookkeepingservices. In accordance with this desire, Customer authorizes Ourbookkeepingservices and/or its affiliates to initiate debit and credit entries to Customer Bank Account (the details of which are provided by Customer through the Account or by other means acceptable to Ourbookkeepingservices). Customer shall maintain sufficient funds in Customer Bank Account to cover such debit transactions. Customer states that Customer has the authority to agree to such transactions and that Customer Bank Account indicated is a valid and legitimate account for the handling of these transactions. This authority is to remain in effect until Ourbookkeepingservices receives written notice from Customer revoking it. This authorization is for the payment of Fees or any other sums owed to Ourbookkeepingservices. Customer certifies that the appropriate authorizations are in place to allow Customer to authorize this method of settlement. All changes to the identification of Customer Bank Account under this authorization must be made in writing in accordance with the Agreement. Customer understands that if the information

supplied as to the ABA Routing Number and Account Number of the Customer Bank Account is incorrect, and funds are incorrectly deposited, Ourbookkeepingservices will attempt to assist Customer in the recovery of such funds but has no liability as to restitution of the same. Ourbookkeepingservices's assistance in recovering the funds, where available, will be billed to Customer at Ourbookkeepingservices's current hourly rate for such work. Customer acknowledges that the origination of ACH transactions to the Customer Bank Account must comply with the provisions of U.S. law.

#### 11. Confidential Information.

Each party acknowledges that it may directly or indirectly disclose Confidential Information to the other party in the course of negotiation of and performance of this Agreement. All such Confidential Information disclosed hereunder shall remain the sole property of the disclosing party (or other third party), and the receiving party shall have no interest in, or rights with respect thereto, except as set forth herein. Each party agrees to treat such Confidential Information with the same degree of care and security as it treats its most confidential information. Each party may disclose such Confidential Information to employees and agents who require such knowledge to perform services under this Agreement. Except as otherwise contemplated by this Agreement, neither party shall disclose the Confidential Information of the other party to any third party without the prior written consent of the disclosing party, and the duty of confidentiality created by this section shall survive any termination of the Agreement. Customer Data shall, without limitation, be Customer Confidential Information. Ourbookkeepingservices Data shall, without limitation, be Ourbookkeepingservices Confidential Information.

#### 12. Customer Representations and Warranties.

Customer represents and warrants to Ourbookkeepingservices that:

12.1. Customer has the legal authority to bind Customer organization to this Agreement and to perform hereunder and under each Third Party Servicer Agreement to which Customer is a party. Customer is the exclusive owner of the Account and is not operating the Account on behalf of any third party.

12.2. Customer has the legal capacity to enter into this Agreement and perform Customer obligations hereunder.

12.3. Customer is a business, charitable organization or not-for-profit organization and shall use the Services for only business purposes and **not for individual consumer purposes.**

12.4. Customer shall immediately advise Ourbookkeepingservices of defects in the Services or any claim or threatened claim against Ourbookkeepingservices. Customer shall immediately notify Ourbookkeepingservices of any defects in a Product for which a Third Party Servicer has been used as a payment method.

12.5. Customer use of the Services conforms to all Laws and the terms of this Agreement.

### 13. Not Legal, Tax, or Accounting Advice

Ourbookkeepingservices may provide Customer with legal, tax or accounting information as part of Ourbookkeepingservices's tax preparation and advisory services or on the Ourbookkeepingservices website. Unless such information was provided by a Ourbookkeepingservices licensed professional pursuant to a written agreement between Customer and Ourbookkeepingservices, such information is not intended to constitute specific legal, tax, accounting or other professional advice, and may not reflect recent developments in the law, may not be complete, and may not be accurate in or applicable to Customer's particular circumstances. As such, Customer agrees not to act based on any information provided by Ourbookkeepingservices, unless such information was provided by a Ourbookkeepingservices licensed professional pursuant to a written agreement between Customer and Ourbookkeepingservices, or before obtaining advice from other professional counsel qualified in the applicable subject matter and jurisdiction.

### 14. No Warranties by Ourbookkeepingservices.

#### Content; Third Party Servicers

Content from Third Party Servicers, other users, suppliers, advertisers, and other third parties may be made available to Customer through the Services. Ourbookkeepingservices does not control such content; Customer agrees that Ourbookkeepingservices is not responsible for any such content.

Ourbookkeepingservices does not make any guarantees about the accuracy, currency, suitability, or quality of the information in such content and Ourbookkeepingservices assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other users, advertisers, and other third parties or violation of any third party rights related to such content. The Services may contain links to websites not operated by Ourbookkeepingservices.

Ourbookkeepingservices is not responsible for the content, products, materials, or practices (including privacy practices) of such websites. Customer understands that by using the Services, Customer may be exposed to third-party websites that Customer finds offensive, indecent or otherwise objectionable.

Ourbookkeepingservices makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites, products or services accessible by hyperlink or otherwise from the Site or Services including but not limited to Third Party Servicer Services. Ourbookkeepingservices provides these links for Customer's convenience only and does not control such third parties. Ourbookkeepingservices's inclusion of links to such links or

integrations does not imply any endorsement of the materials on such third party services or any association with their operators. The Services may contain links to sites that are operated by Ourbookkeepingservices but which operate under different terms. It is Customer's responsibility to review the privacy policies and terms and conditions of any other site Customer visits. CUSTOMER AGREES THAT IN NO EVENT WILL OURBOOKKEEPINGSERVICES BE LIABLE TO CUSTOMER IN CONNECTION WITH ANY WEBSITES, CONTENT, MATERIALS, OR PRACTICES OF ANY THIRD PARTY.

## Services

THE SERVICES AND ALL MATERIAL OR CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OURBOOKKEEPINGSERVICES HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. OURBOOKKEEPINGSERVICES DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM THE SERVICES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE OURBOOKKEEPINGSERVICES ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER ASSUMES ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM CUSTOMER'S USE OF OR ACCESS TO THE SERVICES, CUSTOMER'S DEALING WITH ANY OTHER USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER USES THE SERVICES, AND USES, ACCESSES, DOWNLOADS, OR OTHERWISE OBTAINS MATERIALS OR CONTENT THROUGH THE SERVICES AND ANY ASSOCIATED SITES OR SERVICES, AT CUSTOMER'S OWN DISCRETION AND RISK, AND THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S PROPERTY (INCLUDING CUSTOMER'S COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OR USE OF MATERIAL OR CONTENT.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION

## 15. Limitation of Liability.

IN NO EVENT WILL OURBOOKKEEPINGSERVICES BE LIABLE FOR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT EXCEEDING FEES PAID IN RESPECT OF THE SERVICES DURING THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF ONE OR

MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT. IN NO EVENT SHALL OURBOOKKEEPINGSERVICES'S SUPPLIERS OR THIRD PARTY SERVICERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

IN NO EVENT SHALL OURBOOKKEEPINGSERVICES BE LIABLE TO CUSTOMER FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFITS, DATA, USE, OR GOODWILL, (III) BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (IV) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE. IN NO EVENT SHALL OURBOOKKEEPINGSERVICES BE LIABLE FOR PROCUREMENT OR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

TO THE EXTENT THAT OURBOOKKEEPINGSERVICES MAY NOT, AS A MATTER OF LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OURBOOKKEEPINGSERVICES'S LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

Ourbookkeepingservices shall not be liable for any claims, losses or liabilities related to any Product, Client or Third Party Servicer.

#### 16. Notices.

Notices sent to either Party shall be effective when delivered in person or by email, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the official contact designated below and immediately after being received by the other party's server. Notices must be in writing and addressed as follows:

For Ourbookkeepingservices, addressed to Customer Care at: (i) "Company Name", 545 Robson St, Vancouver, BC V6B 2B7 Canada; or (ii) [help@Ourbookkeepingservices.co](mailto:help@Ourbookkeepingservices.co); and

For Customer, to the addresses or email address provided by Customer on the Application (as such address or email address may be updated by Customer from time to time in accordance with this Agreement).

Ourbookkeepingservices may change its contact information by giving notice of such change to the Customer. Customer may change its contact information by using the currently available interfaces on Ourbookkeepingservices's website. For contractual purposes, Customer (i) consents to receive communications from Ourbookkeepingservices in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications ("Communications") that Ourbookkeepingservices provides to Customer electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. Customer's consent to receive Communications and do business electronically, and Ourbookkeepingservices's agreement to do so, applies to all of Customer's interactions and transactions with Ourbookkeepingservices. The foregoing does not affect Customer's non-waivable rights. If Customer withdraws such consent, from that time forward, Customer must stop using the Services. The withdrawal of Customer's consent will not affect the legal validity and enforceability of any obligations or any electronic Communications provided or business transacted between Ourbookkeepingservices prior to the time Customer withdraws its consent.

By providing Ourbookkeepingservices with Customer's mobile telephone number, Customer consents to receiving text messages at that number as requested for account verification, invitations, and other purposes related to the Services. While Ourbookkeepingservices does not charge a fee for text messages, Customer's carrier may charge standard messaging, data, and other fees. Customer is responsible for these charges. Ourbookkeepingservices may send and receive text messages through cellular telephone operators or other networks, and the level of reliability may vary. Ourbookkeepingservices is not responsible for the timeliness or final delivery of the message, as this is out of our control and is the responsibility of the cellular telephone operator or other networks.

#### 17. Governing Law and Arbitration.

PLEASE READ THIS SECTION CAREFULLY, AS IT LIMITS THE MANNER IN WHICH CUSTOMER MAY SEEK RELIEF, AND REQUIRES YOU ARBITRATE DISPUTES WITH OURBOOKKEEPINGSERVICES. If Customer has a dispute with Ourbookkeepingservices, Ourbookkeepingservices will first seek to resolve such a dispute through our support team.

All disputes arising under or in connection with the Agreement will be submitted to binding arbitration in Wilmington, Delaware, USA pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the procedures set forth below.

Arbitration. All disputes that cannot be resolved pursuant to the internal issue resolution process identified above will be submitted to and settled by final and binding arbitration. The arbitration will take place in Wilmington, Delaware, USA and will apply the governing law of this Agreement. The final and binding arbitration will be performed by a single arbitrator who is a practicing commercial lawyer in English and in accordance with and subject to the Commercial Arbitration Rules of the AAA then in



effect. The decision of the arbitrator will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator will be bound by the warranties, limitations of liability, and other provisions of this Agreement. Notwithstanding the foregoing, each party may seek injunctive relief in a court of competent jurisdiction, where appropriate, to protect its rights pending the outcome of the arbitration.

Jurisdiction/Venue; Governing Law. With respect to Customers located in the U.S., this Agreement shall be governed by and construed in accordance with the laws of the **State of Delaware** (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in **Wilmington, Delaware**, USA. Subject to the arbitration provision set out above, each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts.

NOTICE: BOTH CUSTOMER AND Ourbookkeepingservices AGREE TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL BINDING ARBITRATION AND ARE GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY AGREEING TO THIS AGREEMENT, BOTH CUSTOMER AND Ourbookkeepingservices ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW. BOTH CUSTOMER AND Ourbookkeepingservices CONFIRM THEIR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

## 18. General Provisions.

18.1. E-SIGN CONSENT. Under the Electronic Signatures in Global and National Commerce Act ("E-Sign"), this Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with the Agreement and related documents, (2) you consent and intend to be bound by the Agreement and related documents, and (3) the Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign. You agree (i) that the Agreement and related documents shall be effective by electronic means (ii) to be bound by the terms and conditions of this Agreement and related documents and (iii) that you have the ability to print or otherwise store the Agreement and related documents.

18.2. Assignment. Customer may not assign this Agreement or any of its rights or obligations hereunder to any third party without prior written consent of Ourbookkeepingservices. Any assignment in violation of this section shall be void. Ourbookkeepingservices may assign this Agreement without restriction and without any notice to Customer. The terms of this Agreement shall be binding upon permitted successors and assigns. Customer agrees that on a sale of all or substantively all of the assets of Ourbookkeepingservices, Ourbookkeepingservices may include in the sale the copy of Customer's payment method (e.g. credit card information) used to pay Fees hereunder.

18.3. Right to List as a Customer. Customer agrees that Ourbookkeepingservices may utilize Customer's entity name in listings of current customers. Use of Customer's name in any other marketing materials or press announcements will be submitted to Customer in advance for approval, and such approval will not be unreasonably withheld.

18.4. Compliance with Export Regulations. Customer has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold Ourbookkeepingservices harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Customer shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws.

18.5. European Union Residents. If Customer resides in the European Union (EU) or if any transfer of information between Customer and the Services is governed by the European Union Data Protection Directive or national laws implementing that Directive, then Customer consents to the transfer of such information outside of the European Union to its country and to such other countries as may be contemplated by the features and activities provided by the Services.

18.6. Construction. Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

18.7. Force Majeure. Customer acknowledges and understands that if Ourbookkeepingservices is unable to provide Services as a result of a force majeure event Ourbookkeepingservices will not be in breach of this Agreement and will not be liable for delays caused by such event. A force majeure event means any event beyond the control of Ourbookkeepingservices.

18.8. Severable. NOTHING IN THIS AGREEMENT WILL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO CUSTOMER. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and the validity, legality, and enforceability of all other provisions shall remain in full force and effect.

18.9. Waiver. The failure to exercise, or delay in exercising, a right, power or remedy provided in this Agreement or by law in one instance shall not preclude enforcement thereof on future occasions.

18.10. Independent Contractors. Customer's relationship to Ourbookkeepingservices is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Ourbookkeepingservices.

18.11. Entire Agreement. In the event of any conflict between this Agreement and the information provided during Application or otherwise on the Site, in the App or in the EULA, this Agreement shall control. In the event of any inconsistency between the body of this Agreement and the Ourbookkeepingservices Privacy Policy, the former shall prevail. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, or other communications, whether written or oral. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

18.12. Amendments. Ourbookkeepingservices reserves the right to change this Agreement (but not any agreement between the Customer and Ourbookkeepingservices relating to the disclosure of the Customer's tax return information) at any time and from time to time upon notice by posting revisions to this Agreement (including the description of the Services) on the Site. Continued use of the Services after Customer become aware of any such changes shall constitute Customer's consent to such changes. Customer is responsible for regularly reviewing the most current version of this Agreement which is available on Ourbookkeepingservices's website.

18.13. English Language. It is the express wish of the parties that this Agreement and all related documents be drawn up in English.

18.14. Survival. Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Customer's payment of all sums then owing), including all licenses

granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy all Confidential Information. The following Sections will also survive expiration or termination of this Agreement for any reason: the introductory paragraph, Sections 3 Limitations, 4 Ourbookkeepingservices Intellectual Property Rights, 5 Customer Data Consent, 7 Indemnity, 10 Fees, 11 Confidential Information, 12 Customer Warranties, 13 No Warranties by Ourbookkeepingservices, 15 Limitation of Liability, 16 Notices, 17 Governing Law and Arbitration, 18 General Provisions and 19 Glossary.

## 19. Glossary.

The following words used in this Agreement are defined as follows:

**Account means an account made available to Customer through which Customer can transmit instructions or receive information in relation to the Services.**

ACH means Automated Clearing House payment transaction.

Affiliate means, in relation to a Person, another Person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with the Person, or a Person's principal partners, shareholders, or owners of some other ownership interest.

App means an application available for download to certain mobile devices through which Customer can access the Services, subject to the EULA.

Application means the on-line sign-up process on the Site completed by Customer when applying for the Services, all of which is incorporated herein by reference.

Bank Account means Customer account, if any, with a Third Party Servicer.

Ourbookkeepingservices Data means information concerning Services or provided to Customer by Ourbookkeepingservices through the Account or otherwise.

Ourbookkeepingservices Privacy Policy means the privacy policy of Ourbookkeepingservices posted at <https://ourbookkeepingservices.com/privacy/>, as updated from time to time.

Ourbookkeepingservices System means a cloud-based system operated by Ourbookkeepingservices that allows Customer to access Customer Account and initiate Transactions.

Client means a client or customer of Customer.

Confidential Information means all proprietary, secret or confidential information or data relating to either party or its affiliates, operations, employees, products or services, clients, customers or potential customers. Confidential Information shall include customer lists, cardholder account numbers, pricing information, computer access codes, instruction and/or procedural manuals, and the terms and conditions of this Agreement. Information shall not be considered Confidential Information to the extent, but only to the extent, that such information is: (i) already known to the receiving party free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction and without breach of this Agreement; (iii) or becomes publicly available through no wrongful act of the receiving party; (iv) independently developed by the receiving party without reference to any Confidential Information of the other; or (v) required to be disclosed by Law.

Customer Bank Account means a bank account of the Customer identified by Customer as being an account from which Ourbookkeepingservices may debit Fees or other amounts owing hereunder.

Customer Data means any and all non-public identifiable personal information of Customers.

Customer Device means computer system, tablet, phone or other electronic device used by Customer to access the Services or manage Data or Customer business.

Customer means you and if you are using the Services on behalf of a company, entity, or organization, the entity, partnership or organization, then 'you' also includes such entity.

Data means Customer Data or Ourbookkeepingservices Data.

EULA means an end-user license agreement pursuant to which the App is licensed to the Customer for the limited purpose of accessing the Services.

Fees means fees payable by Customer for use of the Services, as disclosed here <https://ourbookkeepingservices.com/pricing> or otherwise on the Site, the App or in the Account.

Intellectual Property Rights means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress, works of authorship, inventions, discoveries and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Laws shall mean laws, statutes, codes, ordinances, orders, decrees, rules, regulations, and municipal by laws, whether domestic, or foreign, all judgments, orders, writs, injunctions, decisions, rulings, decrees, and awards of any government authority having jurisdiction.

Party means either Customer or Ourbookkeepingservices and "Parties" means both Customer and Ourbookkeepingservices.

Person is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.

Product means any product or service for sale or provided by Customer or for which a Third Party Servicer is used to make payment or for which Services is used to assist in a payment.

Services has the meaning set out in the preamble hereof.

Site has the meaning set out in the preamble hereof.

Term has the meaning set out in Section 8.

Third Party Servicer Agreement means an agreement between Customer and a Third Party Servicer concerning the supply of Third Party Servicer Services to Customer.

Third Party Servicer means a third party that has entered into Third Party Servicer Agreement with Customer pursuant to which the Third Party Servicer provides Third Party Servicer Services to Customer.

Third Party Servicer Services means the services of a Third Party Servicer provided pursuant to Third Party Servicer Agreement.

Transaction means sending or attempted sending of Data, by way of the Services, between any of Customer, Ourbookkeepingservices and a Third Party Servicer.

© "Company Name", 2022.

"Company Name"

Website Terms of Use

Last updated: December 16, 2020

These terms of use (the "Agreement") form an agreement between you ("You" or "Customer") and "company name". (the "Company", "We" or "Us"). The effective date of this Agreement is when You accept or are deemed to accept this Agreement as discussed below.

You hereby consent to the exchange of information and documents between You and Us electronically over the Internet or by email and that this electronic Agreement shall be the equivalent of a written paper agreement between You and Us.

#### 1. Ownership and Copyright.

You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, company names, trade-marks, logos and trade-names

contained on this website (collectively the “Content”), including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, the Company or its licensors, as the case may be.

## 2. Permitted Use.

The Company hereby grants to You a limited, revocable, personal, non-transferable and non-exclusive license to access, read and download one copy of the Content solely for the purpose of evaluating the services offered by us (“Services”).

## 3. Restrictions On Use.

You agree that You will not:

distribute the Content for any purpose, including, without limitation, compiling an internal database, redistributing or reproducing the Content by way of the press or media or through any commercial network, cable or satellite system; or

create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sublicense, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of the Company or its licensors or allow any third party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

## 4. License to Use Your Information.

With the exception of your non-public personal information, You hereby grant to the Company the perpetual, unlimited, royalty-free, worldwide, non-exclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sublicense, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use any information or other content You provide on or through this website or which is sent to the Company by email or other correspondence, including, without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. The Company shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed to by the Company in writing or required by law. You represent and warrant that you have the right to grant the license set out above.



#### 5. Personal Information.

The Company may from time to time, but is not obligated to, monitor your use of the website and collect, store, use and disclose information concerning you to solicit you to offer you its Services, and You hereby consent to such collection, storage, use and disclosure subject to the Bench Privacy Policy, posted here <https://ourbookkeepingservices.com/privacy>, and waive any right of privacy You may have in it.

#### 6. Service Agreement.

If You procure Services from the Company or one of its suppliers or sponsors, then such Services shall be delivered pursuant to a separate agreement, such as the Ourbookkeepingservices Service Terms of Use, and are not provided hereunder and You shall have no rights or claims in respect of such Services hereunder.

#### 7. Limitations on Liability and Disclaimers.

THERE IS NO GUARANTEE THAT PERSONAL INFORMATION AND TRANSACTIONS ON THIS WEBSITE OR ON THE INTERNET WILL BE MAINTAINED CONFIDENTIAL AND SECURE. THE USE OF THIS WEBSITE AND THE CONTENT IS AT YOUR OWN RISK, AND THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY PERTAINING TO THE CONTENT, YOUR USE OF THE WEBSITE OR THE RECEIPT, STORAGE, TRANSMISSION OR OTHER USE OF YOUR PERSONAL INFORMATION.

This website may contain links to other sites. The Company does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice or statements contained at such sites, and when You access such sites, You are doing so at Your own risk. In providing links to the other sites, the Company is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to monitor or control such sites. A link to another site should not be construed to mean that the Company is affiliated or associated with same. THE COMPANY DOES NOT RECOMMEND OR ENDORSE ANY OF THE CONTENT, INCLUDING WITHOUT LIMITATION ANY HYPERLINKS TO, OR CONTENT FOUND, ON OTHER WEBSITES. The mention of another party or its product or service on this website should not be construed as an endorsement of that party or its product or service.

The Company will not be responsible for any damages You or any third party may suffer as a result of the transmission, storage or receipt of confidential or proprietary information that You make or that You expressly or implicitly authorize the Company to make, or for any errors or any changes made to any transmitted, stored or received information.

You are solely responsible for the retrieval and use of the Content. You should apply Your own judgment in making any use of any Content, including, without limitation, the use of the information as the basis for any conclusions.

THE CONTENT MAY NOT BE ACCURATE, UP TO DATE, COMPLETE OR UNTAMPERED, AND IS NOT TO BE RELIED UPON.

THE CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE INTERPRETED AS A RECOMMENDATION FOR ANY SPECIFIC PRODUCT OR SERVICE, USE OR COURSE OF ACTION. ADDITIONALLY, ANY OPINIONS EXPRESSED ON THIS WEBSITE ARE THE OPINIONS OF THE PARTICULAR AUTHOR AND MAY NOT REFLECT THE OPINIONS OF ANY LICENSED LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL EMPLOYED BY OURBOOKKEEPINGSERVICES. AS SUCH, YOU SHOULD NOT ACT BASED ON THE CONTENT BEFORE OBTAINING ADVICE FROM PROFESSIONAL COUNSEL QUALIFIED IN THE APPLICABLE SUBJECT MATTER AND JURISDICTION.

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE AGREEMENT WITH YOU, THIS WEBSITE AND ALL CONTENT, PRODUCTS, SERVICES AND SOFTWARE ON THIS WEBSITE OR MADE AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AS TO UNINTERRUPTED OR ERROR-FREE OPERATION, AVAILABILITY, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, LEGALITY, SUITABILITY, PRIVACY, SECURITY, MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, AGGRAVATED, ECONOMIC OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOST SAVINGS, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO EVENT WILL COMPANY, ITS AFFILIATES, AGENTS, LICENSORS, SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR DAMAGES OR LOSSES RESULTING FROM: VIRUSES, DATA CORRUPTION, FAILED MESSAGES, TRANSMISSION ERRORS OR PROBLEMS; TELECOMMUNICATIONS SERVICE PROVIDERS; LINKS TO THIRD PARTY WEBSITES; THE INTERNET BACKBONE; PERSONAL INJURY; THIRD PARTY CONTENT, PRODUCTS OR SERVICES; DAMAGES OR LOSSES CAUSED BY YOU OR YOUR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS; LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES, INCLUDING COMPUTER RESOURCES, ROUTERS AND STORED DATA; THE USE OR INABILITY TO USE THIS WEBSITE OR THE CONTENT; ANY OTHER WEBSITE ACCESSED TO OR

FROM THIS WEBSITE; OR EVENTS BEYOND THE REASONABLE CONTROL OF THE COMPANY, EVEN IF THE COMPANY OR ANY OF ITS LAWFUL AGENTS OR EMPLOYEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

IN NO CASE WILL THE COMPANY'S, ITS AFFILIATES', AGENTS', LICENSORS', SUPPLIERS' AND THEIR RESPECTIVE DIRECTORS', OFFICERS' AND EMPLOYEES' CUMULATIVE TOTAL LIABILITY ARISING UNDER ANY CAUSE WHATSOEVER (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE OR OTHERWISE) BE FOR MORE THAN TWENTY DOLLARS \$20.00.

THE COMPANY ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS SITE. THE CONTENT ON THIS SITE MAY BE CHANGED WITHOUT NOTICE TO YOU. THE COMPANY IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. THE COMPANY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE WEBSITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

#### 8. Termination.

This Agreement is effective until terminated by the Company, with or without cause, in the Company's sole and unfettered discretion. The Company may terminate this Agreement without notice to You for any reason or for no reason. Any such termination by the Company shall be in addition to and without prejudice to such rights and remedies as may be available to the Company, including injunction and other equitable remedies.

The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to the Company, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

#### 9. Indemnity.

You agree at all times to indemnify, defend and hold harmless the Company, its agents, suppliers, licensors, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the Company directly or indirectly in respect of:

any information or other content You provide on or through this website or which is sent to the Company by email or other correspondence; or

Your use or misuse of the Content or this website, including without limitation infringement claims.

#### 10. Governing Law and Arbitration.

PLEASE READ THIS SECTION CAREFULLY, AS IT LIMITS THE MANNER IN WHICH CUSTOMER MAY SEEK RELIEF, AND REQUIRES YOU ARBITRATE DISPUTES WITH OURBOOKKEEPINGSERVICES. If Customer has a dispute with Ourbookkeepingservices, Ourbookkeepingservices will first seek to resolve such a dispute through our support team.

All disputes arising under or in connection with the Agreement will be submitted to binding arbitration in **Wilmington, Delaware**, USA pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the procedures set forth below.

Arbitration. All disputes that cannot be resolved pursuant to the internal issue resolution process identified above will be submitted to and settled by final and binding arbitration. The arbitration will take place in **Wilmington, Delaware**, USA and will apply the governing law of this Agreement. The final and binding arbitration will be performed by a single arbitrator who is a practicing commercial lawyer in English and in accordance with and subject to the Commercial Arbitration Rules of the AAA then in effect. The decision of the arbitrator will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator will be bound by the warranties, limitations of liability, and other provisions of this Agreement. Notwithstanding the foregoing, each party may seek injunctive relief in a court of competent jurisdiction, where appropriate, to protect its rights pending the outcome of the arbitration.

Jurisdiction/Venue; Governing Law. With respect to Customers located in the U.S., this Agreement shall be governed by and construed in accordance with the laws of the **State of Delaware** (irrespective of its choice of law principles). The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or the business relationship between the parties hereto shall be brought in federal or state court in **Wilmington, Delaware**, USA. Each party hereby agrees that such courts shall have exclusive personal jurisdiction and venue with respect to such party, and each party hereby submits to the exclusive personal jurisdiction and venue of such courts.

NOTICE: BOTH CUSTOMER AND OURBOOKKEEPINGSERVICES AGREE TO HAVE ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT DECIDED BY NEUTRAL BINDING ARBITRATION AND ARE GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THOSE MATTERS LITIGATED IN A COURT OR JURY TRIAL. BY AGREEING TO THIS AGREEMENT, BOTH CUSTOMER AND Bench ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL EXCEPT TO THE EXTENT THAT THEY ARE SPECIFICALLY PROVIDED FOR UNDER THIS AGREEMENT. IF ANY PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO

ARBITRATE UNDER FEDERAL, STATE OR PROVINCIAL LAW. BOTH CUSTOMER AND OURBOOKKEEPINGSERVICES CONFIRM THEIR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

#### 11. Interpretation.

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations.

#### 12. Entire Agreement.

This Agreement as it may be amended from time to time in accordance with the provisions of Section 12, and any and all other legal notices and policies on this website, constitutes the entire agreement between You and the Company with respect to the use of this website and the Content.

#### 13. Amendment and Waiver.

The Company reserves the right, in its discretion, to amend this Agreement at any time by posting amendments on this website. You are responsible for periodically reviewing the amendments on this website, and You are deemed to be aware of such amendments. If You do not agree to the amended terms and conditions, You shall immediately stop using this website. Access to this website or use of this website after any amendments have been posted shall constitute Your acknowledgement and acceptance of the amended terms and conditions. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the Company unless executed by the Company in writing. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

#### 14. Severability.

Any provision of this Agreement which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

#### 15. Enurement.

This Agreement shall inure to the benefit of and be binding upon each of us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.

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