

USER TERMS OF SERVICE

Date: October 2018

Thank you for using mownbill.com and our related apps and services (the “**Services**”).

If you are an individual using the services (as opposed to a Customer (defined below)), then these User Terms of Service (the “**User Terms**”) will govern your use of the Services. If you are a Customer, then our Customer Terms of Service will govern your use of the Services. Those are available at <https://barhamhouse.com/customer-terms.pdf>.

“**You**” means the individual using the Services on behalf of the Customer (regardless if the word is capitalized). “**Customer**” means the individual or business that signed an order form with us (an “**Order Form**”).

“**Us**” (and similar words such as “we” and “our”) mean Barham House Associates, LLC, a Missouri limited liability company (regardless if they are capitalized).

Use of the Services

Subscriptions

You are most likely using the Services because a Customer has signed an Order Form with us and obtained a license (for itself and for you) to use the Services for a specified contract term (a “**Subscription**”). For example, you may be an employee or contractor of the Customer, or a Client or one of its employees or contractors.

Prohibited Uses

You may not do anything on the Services directly or indirectly that: (a) is illegal or violates another contract; (b) will harm the Services, including without limitation using bots, scrapers, harvesters, or other automated systems; or (c) constitutes reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code, object code, or underlying structure or algorithms, of the Services. Additionally, you may not use the Services if you are under 13 or if we have terminated your right to use the Services.

Third-Party Sites

If you click on any links that take you away from our Services, then you use those other sites and services at your own risk.

User Accounts

We may allow you to create a user account to use the Services under or as a result of the Customer’s Subscription. We may also allow the Customer to establish different types of user accounts which you can create, each with unique permission sets. You are responsible for everything that happens through your account. You must keep your account credentials private and must not allow other people to use your account. Unless otherwise permitted by us, you (or the Customer) may deactivate an account, but may not delete an account.

Your Content

Your Content

You may be allowed to upload content to the Services (“**Your Content**”). By uploading Your Content, you grant us a worldwide, non-exclusive, license to access, use, process, copy, distribute, perform, export, and display, Your Content as reasonably necessary to (a) provide, maintain, and update the Services; (b) to prevent

or address service, security, support, and technical issues; (c) as required by law or this Agreement; and (d) as permitted by you in writing. You represent and warrant that you have all rights in and to Your Content from all individuals and businesses required to allow you to grant that license to us.

Please note that Your Content will be visible to the Customer and may be visible to other users of the Services depending on the settings chosen by you and the Customer. Further, depending on your relationship with the Customer, the Customer may have or may obtain ownership rights to Your Content.

Disclaimers

Except as expressly provided in these User Terms, the Services are offered on an “as is” and “as available” basis without any warranties of any kind; and we expressly disclaim any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose, accuracy of data, and non-infringement.

Limitation of Liability

In no event will you, us, or any of our Released Parties, have any liability to the other party or to any third party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover, or punitive damages, however caused, whether in contract, tort, or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. Our maximum aggregate liability to you for any breach of the User Terms by us or any of our Released Parties is \$100. Any cause of action or claim which you may have which arises out of or relates to these User Terms must be brought (if at all) within one year after the cause of action or claim accrued, otherwise, such cause of action or claim shall be permanently barred. “Released Parties” means our parents, subsidiaries, affiliates, and licensors, and the owners, members, directors, officers, employees, contractors, and agents, of all of them.

Term & Termination

Termination

These User Terms will remain effective until the Customer’s Subscription for you expires or terminates. We may terminate your use of the Services any time if you violate these User Terms or as otherwise provided in any other policy applicable to your use of the Services. We may also terminate your use of the Services if the Customer requests that we terminate your use.

Survival

All provisions in this Agreement which by their nature should survive termination of this Agreement shall survive termination.

Miscellaneous

Privacy Policy

Please read our Privacy Policy (available at <https://barhamhouse.com/privacy.pdf>). That policy describes what data we collect and how we use that data.

The Parties

For clarity, the parties to these User Terms are you, an individual user, and us.

Entire Agreement

These User Terms and all policies and contracts referenced in these User Terms set forth the complete and entire agreement between the parties relating to the subject matter in these User Terms and supersede all other discussions, negotiations, proposals, and agreements, whether oral or written, previously discussed or entered into, by the parties and us relating to the subject matter in these User Terms.

Waiver

The failure or delay by a party to exercise any right or remedy in these User Terms shall not operate as a waiver of the same. The waiver by a party of a breach of any provision in these User Terms shall not operate as a waiver of any subsequent breach. A waiver shall not be effective unless and until it is in written form and signed by the waiving party.

Severability

Each provision in these User Terms shall be treated as separate and independent of the other provisions. Accordingly, if a court with competent jurisdiction declares a provision unenforceable, then the provision should be limited to the minimum extent necessary so that it remains enforceable. If such amendment is not possible, then the unenforceable provision should be deemed removed from these User Terms, but the remaining provisions shall remain in full force.

Assignment

These User Terms and the rights and obligations in these User Terms may not be assigned by either party without the other party's written consent (which shall not be unreasonably withheld). However, we may assign our rights and obligations in these User Terms (or the User Terms in their entirety) without your consent if the assignment is part of an acquisition, merger, or other change of control.

Notices

Unless otherwise provided in these User Terms, any notice or demand (each a "**Notice**") required or permitted under these User Terms or applicable law shall be in writing and all delivery expenses prepaid and shall be deemed to have been delivered as follows: (a) if delivery is by hand, then at the time of the actual hand delivery; (b) if delivery is by written electronic communication (including email), then at the time the intended recipient provides non-automated express or implied confirmation of receipt, whether in writing or by written electronic communication; (c) if by overnight delivery using a nationally recognized overnight courier, then one business day after having been given to the courier.

Legal Terms

These User Terms shall be governed by and construed in accordance with Missouri law, excluding its conflict of law principles. If a dispute arises between the parties related to these User Terms, then the dispute shall be resolved in the US. District Court for the Western District of Missouri and/or the courts in Jackson County, Missouri, and all parties consent to venue and personal jurisdiction there. The prevailing party in any litigation or other dispute resolution proceeding between the parties that results from these User Terms shall be entitled to reimbursement from the other party of all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with the proceeding and any appeal. **Each party waives all rights it may have to a jury trial in connection with any action or litigation in any way arising out of or related to these User Terms.**

Power to Amend These Terms

We may amend these User Terms at any time by providing advance notice to you on this website, through the Services, or through another communication channel. Your continued use after we provide the notice constitutes its consent to the amendment(s).

Contact

Except as otherwise required, all notices and communications you may send to us shall be sent to us, with all expenses prepaid, at the following address: 1712 Main Street, Suite 330, Kansas City, MO 64108. You may also contact us via email at info@barhamhouse.com.