Client Terms of Use for Platform

This Software as a Service Agreement (hereinafter "Agreement") is entered into between you, the purchaser of the selected Acounta Plan (hereinafter "Client") and Acounta, Inc. a Delaware Corporation (hereinafter "Company"). You agree you are voluntarily entering into a legally binding Agreement with Company, inclusive of the following terms and conditions mutually agreed upon, and that such terms and conditions will apply to the services provided under this Agreement and any orders placed by Client thereunder.

Please read and review this Agreement in full prior to using the Services outlined herein. If you as the Client do not agree to this Agreement, do not indicate consent and/or do not purchase or otherwise make use of any Company SaaS products or services.

Company and Client hereby voluntarily and willingly agree as follows:

For good and valuable consideration in accordance with the selected Acounta service Plan, the receipt and sufficiency of which is hereby acknowledged by all parties, Client is electing to purchase the use of Software as a Service through Company (hereinafter "Service"). Company agrees to provide the services outlined below, and as outlined in the Service Outline Addendum attached hereto, which outlines the specific package options Client may purchase. Client understands and agrees that Company will utilize suitable methodologies in accordance with Client's needs, and in accordance with her/her training.

1. **Service Details**

   a. Client understands and agrees Company will provide Client, during the subscription term outlined herein only, with a nonexclusive, non-assignable, non-transferable, royalty free, worldwide right to access and use the SaaS Services solely for Client's internal business operations, subject to the terms of this Agreement.

   b. Company will provide the Services outlined in detail in the attached Service Outline Addendum. Client confirms he/she has read the Service Outline Addendum, asked Company any and all necessary questions, and conducted any research necessary to feel he/she understands what is (and isn't) being provided in Service.

   c. Service does not include any personalized tax or financial advice and is not designed to take the place of an accountant, CPA, financial advisor, or tax advisor. By completing this Agreement, you confirm you do not expect Company to provide any services or advice other than that outlined below in the Service Outline Addendum.

2. **Client Content**

   a. Client is responsible for all content uploaded to Services, including but not limited to all materials, data, financial information, and personal information ("Content") emailed, uploaded, posted, stored, or otherwise shared with Company in connection with the Services. Client grants Company a worldwide, royalty-free, non-exclusive license to host and use any Content provided through Client's use of the Services, excluding confidential financial information belonging to Client.

   b. Usage Analytics: Company shall be permitted to collect and use various "Usage Analytics" for its reasonable business purposes, and for Clients' benefit, including but not limited to analytics related to research and development, monitoring, and management of Company Services. If used for any reason other than providing Services to Client, such data will be deidentified, so it will contain no personally identifiable information.

3. **Confidentiality**

a. Company respects each client's privacy and will not reveal anything said by Client in sessions without prior written consent from Client, other than as is legally required or in order to secure the health or well-being of Client.

b. This Agreement is considered a mutual non-disclosure agreement, meaning both Client and Company agree not to disclose, reveal, or make use of any confidential information learned by either party during discussions, sessions, calls, emails, or otherwise. Such "Confidential Information" includes, but is not limited to, financial information, bookkeeping or financial strategies, exercises, or other methodologies Client learns as a result of working with Company, plans or outlines for future Services or packages, information contained in documents or any other original work created by Company, and any and all other intellectual property (discussed below.)

c. Client and Company agree that the responsibility to refrain from disclosing or sharing any and all Confidential Information learned as a result of Client working with Company shall survive the expiration of this Agreement and Company's services. This means Client and Company both agree to continue to keep Confidential Information private, even after the completion of working with Company.

d. Should Client breach this provision and disclose confidential or proprietary information belonging to Company or another participating in the Service, Client understands additional action may be taken by Company up to and including legal action.

e. Should Client elect to provide Company with any login credentials or access to confidential and personal financial information belonging to Client and/or any members or employees of Client, Company confirms it will take great care to keep such information safeguarded, password protected, and only shared with those who must have the information in order to carry out the Services. In the event of a security breach or third-party hacking wherein Client's confidential information is or may be compromised, Company will take all reasonable measures to safeguard, protect, and retrieve such information, but will not be financially responsible or liable for any such hacking, absent gross negligence with respect to data safeguarding. Please review Company's privacy policy at www.acounta.com prior to entering into this Agreement. By completing this Agreement, you confirm you have read and agree to the Privacy Policy located therein.

f. If any services within Service include sessions via phone, Skype, Zoom, or any other form of online video or audio session, Client understands the risks and potential consequences of such sessions, including but not limited to the possibility that the transmission of information could be distorted, interrupted, or accessed by unauthorized persons. Client gives his/her informed consent to engage in phone or online video sessions as part of Program.

4. **Intellectual Property Rights**

a. Company is to maintain all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Service, whether created prior to working with Client or specifically for Client, including but not limited to: documents, charts, emails, graphs, products, systems, processes, handouts, worksheets, tutorial videos, trade secrets, marketing strategies, guides, and any other original work created by Company. Client agrees she may be granted a limited right to use selected materials in the course of his or her own business but understands that the rights remain with Company. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Company to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Service.

b. Client agrees and understands he/she is not to copy, repost, alter, republish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content, SaaS services, software, or intellectual property provided by Company or obtained through working with Company, without Company's express

written consent. Client shall not, nor shall Client permit anyone anyone else to make the Services available to any person other than the authorized users named upon purchase, modify or create derivative works based upon the Services, remove, modify, or obscure any copyright, trademark, or other proprietary notices contained within the software used to provide the Services, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source codes used to provide the Services, except and only to the extent such activity is expressly permitted by applicable law, or access the Services in order to build a similar product or competitive product. Subject to the limited licenses granted herein, Company shall own all right, title and interest in and to the Software, services, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Client agrees to assign all right, title and interest it may have in the foregoing to Company. If such behavior is discovered or suspected, Company reserves the right to immediately end Client's participation in the Service without refund, as well as access to any Service or materials Client may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.

4. <u>Payment</u>

a. Client understands the cost of the Services selected by Client will be billed according to the packaged picked by Client and charged automatically, in accordance with the Auto-Renewal Terms outlined below in paragraph five (5). Client understands he/she is responsible for the full payment each month, quarter, or year, and agrees to pay the sum requested electronically, via Company's website or a designated third-party payment processor of Company's choosing, in full. Should Client add any Services in the future, such as adding new authorized users, adding new functions, or otherwise expanding the Services, such additional costs will be incurred at the current Company rate, as advertised on their sales and purchase pages. Such additional rates are subject to change without notice, at any time.

b. If a Client's Subscription expires or is terminated, Client may lose access to his/her data and/or the functionality of the website may be limited, disabled or entirely unavailable. If Client wishes to repurchase the Services, he/she will do so at the current rates.

c. Company reserves the right to cancel Client's Services should he/she fail to make additional payments in accordance with the Auto-Renewal Terms as outlined below. Should this occur, Client understands he/she is not entitled to a refund of funds already issued and earned, and Company will have no further obligation with respect to the Services.

5. <u>Recurring Subscription Charges; Auto-Renewal Terms</u>

a. Client understands and agrees that continued access to the Services requires recurring monthly, quarterly, or annual payments as outlined above, depending upon the Client's selected billing cycle ("Billing Cycle"). Client understands he/she will be <u>automatically charged each Billing Cycle</u>, via the same card or manner in which the initial payment was made, for the following term of Services. This process will repeat each Billing Cycle unless and until Client properly cancels the Services. If Client does not cancel the Services, they will continue as recurring for as long as Company hosts and offers the Services.

b. <u>CANCELATION POLICY:</u> If Client wishes to cancel the Services, Client must do so *more than 72 hours* before the charge is scheduled to withdraw. Any requests for cancellation made less than 72 hours before the automatic renewal is scheduled to charge Client's card, or made subsequent to the charge, will take effect the following Billing Cycle.

i. **<u>HOW TO CANCEL:</u> Client may terminate his/her subscription to the Services By going to "billing dashboard" and clicking on "cancel account." There will be no refunds provided, and billing will end at the end of the current Billing Cycle, whether monthly or annually, and functionality will remain available to the Client until the end of the paid-for Billing Cycle. Client may also cancel by sending an email to <u>info@acounta.com</u> with the subject line "CANCEL." Following termination of Client's account, all Client data will be stored for a thirty (30) day period; after which, it will be removed from the software. Company will not be responsible for maintaining Client data beyond the date in which Client's account termination takes effect.**

c. If Client purchased access to the Services during a period in which a free month(s), or trial period was granted, Client understands he or she will be automatically charged the full amount (monthly or annually) following the end of the trial period. Client will not be given any additional notice regarding the end of the trial period, other than the email as outlined above.

d. By clicking "Agree" or "Submit," you confirm you are giving your unequivocal, clear, affirmative consent to these automatic renewal terms, the cancelation policy, and that you understand how to cancel before your card is charged for the following month.

6. <u>Termination</u>

a. Client may terminate this Agreement by canceling Services via the process outlined in paragraph five (5).

b. Company may terminate at any time by providing Client with thirty (30) days' written notice, confirming the termination of services and winding up of all Services for the following thirty days.

c. In the event of a material breach by either party that cannot be cured within a reasonable time frame, the non-breaching party may elect to terminate the Agreement effective immediately, with a reasonable amount of time for winding down and wrapping up all remaining Services.

7. <u>Effect of Termination</u>

a. *Client must stop using the Platform once his/her subscription expires or he/she cancels his/her account (or if this Agreement or your account is terminated).*

b. Upon expiration of your subscription or cancellation of your account, or Company's termination of an account or this Agreement, you must immediately stop using the Platform and pay all fees for Platform used. No expiration or termination will affect your obligation to pay all fees due or that may have accrued through the effective date of expiration or termination or entitle you to any refund.

8. <u>Refund Policy</u>

a. Without prejudice to Client's rights set out elsewhere in this Agreement, or where required by law, Company is not able to offer refunds once Client has purchased access to the Services, unless Services were not provided as promised. If Client is dissatisfied with the Services, he or she may elect to cancel via the CANCELATION POLICY outlined above in paragraph five (5), and will not be charged for subsequent Billing Cycles.

b. Client further agrees and understands that changing his/her mind about the Services, failing to follow through or understand the details of the Services, not experiencing the results he/she expected or desired, or experiencing any other similar situations does not entitle them to a refund.

9. Client Representations and Warranties

a. Compliance with Laws. Client shall comply with all applicable local, state, national and foreign laws in connection with its use of the Services, including those related to data privacy, international communications, and the transmission of technical or personal data. Client acknowledges that Company does not exercise any control over the content of the information provided by Client, or the Company users through the Services. Client shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

b. Should Client add any administrative users, Client understands and agrees he/she shall be solely responsible for the acts and omissions of such administrative users. Company shall not be liable for any loss of data or functionality caused directly or indirectly by the administrative users, or anyone else authorized by Client to have access to Client's account.

c. Client understands and agrees that he/she will obey all applicable laws and follow the policies and rules in place while utilizing the Services. Company does not condone or support any activity that is illegal, violates the rights of others, harms or damages Company's reputation, in Company's sole and exclusive decision, or could cause Company to be liable to a third party. At minimum, Client may not use the Services to

i. Violate any law, regulation, executive order or ordinance, including through actions that give rise to criminal, civil, administrative or regulatory liability and/or fines;

ii. Post, generate, or share Content that is or may be illegal or inappropriate, including material that may be defamatory, obscene, harassing, offensive, fraudulent, objectionable, false or misleading or infringing;

iii. Transmit any virus, trojan horse, or other disruptive or harmful software or data;

iv. Send any unsolicited or unauthorized advertising, such as spam;

v. Impersonate or misrepresent your affiliation with Company;

vi. Reproduce, modify, resell, license, or provide free or unauthorized access to the Platform or make the Platform available on any file-sharing, virtual desktop or application hosting service;

vii. Attempt to reverse engineer, decompile or disassemble in any way any of the Platform;

viii. Engage in unauthorized access, monitoring, interference with, or use of the Platform or third party accounts, information (including personal information), computers, systems or networks, including scraping or downloading content that doesn't belong to you;

10. Indemnification

a. Client agrees at all times to defend, fully indemnify and hold Company and any affiliates, agents, team members or other party associated with Company harmless from any causes of action, damages, losses, costs, expenses incurred as a result of Client's use of Service, as well as any third-party claims of any kind (including attorney's fees) arising or resulting from (1) an alleged infringement or violation by the Client data of such third party's patent, trademark, or copyright, (2) Company's use of the Client data violating applicable law, provided such use is in compliance with the terms of this Agreement. . Should Company be required to defend itself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Company's defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Company, free of charge.

b. Limitation of Liability: to the maximum extent permitted by applicable law, Company's liability, as well as its affiliates and suppliers, for all claims related to or under this Agreement shall be limited to the amount

Client paid for the Services during the twelve (12) months prior to such claim. Neither party will have any liability to the other party for any loss of profits, revenues, loss of goodwill, or for any indirect, special, incidental, consequential, or punitive damages arising out of or in connection with this Agreement, however caused, whether in contract, tort (including negligence) warranty, indemnity or any other legal theory, and whether or not the Party has been advised of the possibility of such damages.

c. Warranty. Company represents and warrants that it will provide the Services in a professional manner consistent with general industry standards and that the Services will perform substantially in accordance with the Agreement as outlined herein, unless any such failure of the Services have resulted from negligence, error, or misuse of the Services by Client, authorized users, or anyone other than Company. Client shall report any breach of warranty to Company within thirty (30) days of the date on which the incident giving rise to the claim occurred. Company's sole and exclusive liability, and Client's sole and exclusive remedy, for breach of these warranties, will be for Company to use reasonable commercial efforts to correct such issue(s) within thirty (30) days of being notified of such breach. If Company fails to correct any such breach, Client may terminate this Agreement by canceling its subscription, and Client will not be charged for any additional Services.

11. Disclaimer – Not Professional Advice

a. The purpose of Service is to provide the Services as outlined in the Services Outlined Addendum. Services and content contained therein is not to be considered financial advice, and nothing within the Services are intended to provide or act as a substitute for personalized financial advice, financial services, tax advice, legal advice, legal services, or other professional advice by a licensed professional. Client understands Company is not a licensed financial expert, law firm, accountant, advisor, or CPA. Company is not attempting nor suggesting Client enroll in Service in place of a personalized consultation with a trained financial or legal expert in Client's geographical area.

12. Voluntary Participation

a. Client understands and agrees that he/she is voluntarily choosing to enroll in Services and is solely responsible for any outcomes or results; Company's Services are limited to the SaaS and platform. While Company believes in her services and that Service is able to help many people, Client acknowledges and agrees that Company is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees he/she/they are fully responsible for the financial well-being of their company, and is electing to purchase Services through Company based upon independent research and conclusion that Company offers services that are right for Client.

13. Disclaimer / No Guarantees

a. Company cannot guarantee results of the Service, and cannot make any representations or guarantees regarding individual results. Client will hold Company and Service harmless if he or she does not experience the desired results.

b. Earnings Disclaimer: Company also does not make any guarantees or assurances regarding a particular financial outcome based on use of Service, nor is Company responsible for Client earnings, or any increase or decrease in finances based upon information within Service. Any information or testimonials regarding past or current clients' participation in Services, or working with Company contained on Website or in sales material that contain financial information are individual, and results may vary.

c. Client understands that all services provided by Company in connection with the Service being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase this Service and work with Company on a purely voluntary basis and does not hold Company or Service responsible should Client become dissatisfied with any portion of the Service.

d. COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL SERVICES ERRORS. CLIENT ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY COMPANY (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER COMPANY NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL COMPANY OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

e. Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the Service, as long as Company delivers the Service as described in Paragraph 1 above, or similar substitutes, upon additional agreement by Company and Client.

f. Client agrees to hold Company harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the Service. The content provided by Company on his/her website and within the Service is comprised of information that has worked for Company and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands Company cannot guarantee results from this Service, and has no expectation of a specific result that he or she holds Company responsible for.

14. Dispute Resolution

a. Should a dispute arise between Company and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a "dispute" and agrees he or she does not hold Company responsible for any specific results, or those results which have been achieved by other clients of Company.) If unable to reach a resolution informally, Client and Company agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed in **Los Angeles, California** within a reasonable amount of time. Client and Company agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties, and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree.

15. Applicable Law

a. This Agreement shall be governed by and under control of the laws of Delaware regardless of conflict of law principles, and regardless of location of Client. Client understands this and agrees that the laws of California are to be applicable here.

16. Amendments

a. This agreement may be altered, amended, changed, extended, or updated at any time in Company's sole and exclusive discretion, and Client confirms he/she will review these Terms upon purchasing access to Services, and reasonably thereafter. Company will advise all current clients of any material changes made to these Terms, and Client confirms that continuing to utilize the Services shall constitute an agreement to these Terms and intention to be legally bound by the most current version.

17. Entire Agreement

a. Client and Company agree this Agreement constitutes the entire agreement between Company and Client, taking place of and superseding any and all prior agreements, discussions, correspondence, or proposals between parties. Client understands that if a portion of the Service or an expectation is not included in this Agreement, it does not apply and is not included within the Service. Client has taken any necessary measures to discuss further and have any questions answered by Company or Company's team and is in full agreement with the terms outlined herein. By checking the box at checkout and completing purchase, Client is confirming he/she voluntarily gives his/her informed consent to receive services from Company and agree to abide by the terms and conditions outlined herein in this Agreement.

SERVICE OUTLINE ADDENDUM

Client confirms he/she is purchasing access to Company software, which includes the ability to add users, edit settings, and customize the Platform as he/she sees fit for his/her personal and professional needs. Client will be charged monthly based upon the number of users selected and the options selected at purchase. Company reserves the right to make amendments or updates to the services offered through Platform, which may impact Client's monthly fees, or Client's ability to use Platform. Client may terminate this Agreement at any time as outlined above, should Platform no longer work for Client.