

# **AGREEMENT**

## **ALL BOOK KEEPING AND TAXES TERMS AND CONDITIONS**

**All Book Keeping And Taxes** is a back-office support services entity for our clients. The application, mobile application, services and website (collectively, the “Services”) means that we support accounting, book keeping, tax filing, tax resolutions, initiate financial transactions and monitor and track financial information, web site creation, it infrastructure management, digital marketing, SEO and several other activities. The services also enable invoice recipients to receive one or more invoices from users and initiate financial transactions in response to those invoices. These terms of service (“Terms”) govern your use of the services.

Words “**All Book Keeping And Taxes,**” “**ABT,**” “**We,**” “**Us,**” “**Our,**” “**Ours**” in this document mean one and the same thing.

Please only use the services if you agree to be legally bound by all terms and conditions herein. If you do not agree to any aspect of these terms, you should not access or otherwise use the services. By accessing or using the services or accessing any content that we make available through our website, you agree to these terms. Please read these terms and conditions (“TAC”) carefully as it requires to arbitrate dispute among us and you and forego litigation in a court and or to bring a class action suite against us.

We are committed to protecting your privacy and security. **ABT’s** privacy policy, at <https://allookkeepingandtaxes.com/privacypolicy> (the “**Privacy Policy**”), describes the collection, use and disclosure of data and information by in connection with the services. The privacy policy is hereby incorporated into these terms, and you hereby agree to the collection, use and disclose practices set forth in the privacy policy. Please note that we can update the privacy policy from time to time.

We may modify these terms at any time, at our option with a notice by email or a publication on our website.

### **A. USING OUR SERVICES**

**A.1. LICENSE, AND SCOPE OF OUR SERVICES.** The services provide users with a solution for bookkeeping and financial organization. The services provide users with the ability to provide invoices to third parties, who become invoice recipients, and the services then enable invoice recipients to pay such invoices. A user may be both a user and an invoice recipient (For example, if a user receives an invoice from another user). In that case, you are subject to the terms of these terms that apply to users in your role as a user and to the terms of these terms that apply to invoice recipients in your role as an invoice recipient. If you are only an invoice recipient, you

are bound by all of the terms of these terms, including the agreement to arbitrate , except those that specifically refer to users. If you are only a user, you are bound by all of the terms of these terms, including the agreement to arbitrate , except those that specifically refer to invoice recipients. Subject to the terms of these terms, grants you during the subscription term, a non-exclusive, non-transferable, limited license, with no right to grant sub-licenses, to access and use the services through a compatible web browser to the extent the services are made available to you by **ABT**. The specific capabilities, features, patches, updates and functionality of the services are subject to change from time to time in the sole discretion of and without any requirement of prior notice, but the functionalities currently include the ability to provide invoices to invoice recipients or to pay your invoices. Notwithstanding the foregoing, **ABT**'s bookkeeping services and any related communications with us are not a substitute for and do not include legal, financial, real estate, healthcare, or accounting advice and is not a public accounting firm.

**A.2. SCOPE OF SERVICES.** The services do not include, and you should not to rely on them for:

- (a) Audit, examination, verification, investigation, certification, presentation, or review of financial transactions or accounting records;
- (b) Advice relating to accounting procedures or to the recording, presentation, or certification of financial information or data;
- (c) Preparation or certification of reports on audits or examinations of books or records of account, balance sheets, or other financial, accounting or related schedules, exhibits, statements, or reports that are to be used for publication, for the purpose of obtaining credit, or for filing with a court of law or with any governmental agency; or
- (d) Legal advice regarding any of your business practices. We recommend that you seek the services of a duly licensed professional in connection with any of the foregoing. In particular, only a certified public accountant can attest (e.g., as part of an audit) as to whether the results of the **ABT** bookkeeping services are compliant with general accepted accounting principles, international financial reporting standards or any other accounting standards. **ABT** makes no representation or warranty with respect thereto.

**A.3. OWNERSHIP OF INVOICE PAYMENTS.** When any Invoice recipient makes one or more payments to any **ABT** user, **ABT** does not at any time claim legal ownership of the funds subject to such payment, from payment initiation until successful delivery, or for the applicability or payment of any refunds. Each invoice recipient and **ABT** user will only look to the counter-party to the applicable payment in respect of any dispute regarding whether such payment was actually due, the amount of such payment was correct, any refund is applicable or as to any other matter arising out of or related to each applicable invoice or payment.

**A.4. PROHIBITED ACTIVITIES.** Using the services means that you are prohibited from certain activities. You may not:

- (a) Use the services in connection with or to violate any applicable law, or in connection with transactions relating to counterfeit goods, stolen goods, illegal or controlled substances, substances that pose a risk to consumer safety, illegal online gambling or wagering, escort services, pyramid schemes, counterfeit goods, the unlicensed sale of firearms, or any type of money laundering;
- (b) Process false or inaccurate transactions;
- (c) Probe, scan, or test the vulnerability of any system or network;
- (d) Breach or otherwise circumvent any security or authentication measures;
- (e) Access, tamper with, or use non-public areas or parts of the services, or any shared area of the services that you have not been invited to;
- (f) Use the services for personal, family or household purposes;
- (g) Interfere with or disrupt any user, host, or network, for example by disseminate any virus, Trojan horse, worm or other harmful code, or by overloading, flooding, spamming, or mail-bombing any part of the services;
- (h) Abuse referrals or promotions;
- (i) Sell the services unless specifically authorized to do so;
- (j) Harass or abuse **ABT** personnel or representatives or agents performing services on behalf of **ABT**;
- (k) Send advertisements, chain letters, or other solicitations through the services except that we may permit you to send offers to other users of the services as long as you stop sending such offers if a user unsubscribes or otherwise requests that you stop;
- (l) Send e-mail to distribution lists, newsgroups, or group mail aliases;
- (m) Falsely imply that you are affiliated with or endorsed by **ABT**;
- (n) Hyperlink to, upload or post illegal content using the services;
- (o) Show any part of the services on other websites, including through framing;
- (p) Disable, avoid, or circumvent any security or access restrictions of the services;

- (q) Strain the infrastructure of the services with an unreasonable volume of requests, or requests designed to impose an unreasonable load on information systems underlying the services;
- (r) Circumvent any of our security features or functionalities that relate to the services;
- (s) Remove any of our proprietary notices from the services or any materials that you download from the services;
- (t) Impersonate others through the services; or
- (u) Encourage or help anyone in violation of these terms.

In the event that you gain access to information not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession.

**A.5. CLIENT REGISTRATION AND ACCOUNT SECURITY** .Signing up and registration is one and the same thing. For purposes of your use of our services, including billing, you agree to provide us with true, accurate and complete information as required by the sign up process to our services, including your business or entity name, business type, address and employer identification number (collectively, “**registration information**

”). **ABT** users can register on their own using our website or mobile application.

Alternatively, **ABT** users can contact us offline to register and we will provide such users an invitation to get started with **ABT**. In any event, we will also provide a connection to our third-party payment service for the purpose of on-boarding, user verification and the collection of payment information. Registration information is a subset of personal information and shall be considered personal information under our privacy policy and our privacy policy shall apply to our collection, use, or disclosure thereof.

As part of the registration, we will provide you a username and password. You are entirely responsible for maintaining the confidentiality of your password and your account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else password or user account information. In the event of a breach of security by you, you will remain liable for any unauthorized use of your registration until you update your registration information. You are the only person who may use your user account and password to access the services and you are entirely responsible for any and all activities which occur under your user account, including any use not authorized by you.

You may delete the account associated with you at any time by contacting **ABT** at [allbookkeepingandtaxes@gmail.com](mailto:allbookkeepingandtaxes@gmail.com) and providing such information as **ABT** may from time to time require to effect such a deletion. Any such deletion shall be effective approximately ninety (90) days following the date on which **ABT** has received all applicable information from you. No such deletion shall effect a termination of this agreement or any order.

Please note that any deletion of your account does not in any manner affect your rights or obligations under these terms nor does any such deletion effect any termination of these terms. Without limiting the foregoing, you shall be obligated for all applicable fees until you effect a termination of these terms in accordance herewith.

**A.6. CUSTOMER SUPPORT.** **ABT** shall use commercially reasonable efforts to provide you with support or assistance related to accessing, configuring, operating or upgrading the services, diagnosing or resolving service-related errors or other issues, answering service-related questions, or otherwise regarding use of the services, but you understand that **ABT** may discontinue such support or assistance at any time in its sole discretion for any reason or no reason, with or without notice. Further, reserves the right to charge for support in the future in its sole discretion.

## **B. SERVICES BY THIRD PARTIES**

**B.1. BOOKKEEPING.** uses its own software and software created by others and reserves the right to use third-party services such as Intuit Inc.'s **Quickbooks** online™, ("**Quickbooks**"), to provide our bookkeeping services. **ABT** allows you, **ABT** users and invoice recipients, to connect and use your own **Quickbooks** online account. If you as a **ABT** user do not already have a **Quickbooks** account, we will create an account for you at no additional charge. Your and our use of **Quickbooks** online™ will be governed by intuit's terms of service and privacy policy. Similar other services may use third party software or service providers.

**B.2. THIRD-PARTY PAYMENT PROCESSING.** **ABT** offers the ability to process payments through our third-party payment processing partner ("**Payment Processing Services**"). Payment processing services are provided as third-party offerings and any procurement by you will be subject to a separate merchant agreement which will be solely between you and the third-party processor. If you use our payment processing services or any third-party services, some of your data may be submitted directly to or passed to the respective third party, and the respective third party's terms of service, privacy policy, and other policies may apply. For example, payment processing services for **STRIPE** or **PAYPAL** requires a **STRIPE** or **PAYPAL** account to manage payments, and when you use **STRIPE** or **PAYPAL**, you agree to their terms and policies. If you use payment processing services you agree that you will comply with the

terms and conditions of any applicable merchant agreements and all applicable card network rules, policies, laws and regulations, at all times while using such payment processing services.

### **C. REPRESENTATIONS AND WARRANTIES**

(a) You represent, warrant and covenant to us that any information that you provide to us about your (or, if you are acting on behalf of another person, that person's) business, products, or services is accurate and complete;

(b) You represent and warrant to us that you are authorized and entitled to enter into, perform and be bound by the terms of these terms, and that no further authorization or consent is necessary or required by law;

(c) If you are using the services on behalf of another individual or entity, you represent and warrant that you have all the authorizations and rights necessary and sufficient to do so.

### **D. MODIFICATION**

We may change and update the services at any time. We may add or remove features including making free features into paid features or vice versa. We may also, from time to time, schedule downtime for maintenance and upgrades to the services. We will endeavor to give you appropriate advance notice about any major changes, although you understand that we may stop, suspend or change the services at any time without prior notice. If you do not like the services or these terms, or would like to provide constructive feedback, please let us know by contacting us at [allbookkeepingandtaxes@gmail.com](mailto:allbookkeepingandtaxes@gmail.com). We do not promise to make any changes that you suggest, and your sole remedy if you are dissatisfied with the services or these terms is that you may discontinue your use of our services.

### **E. USER CONTENT**

**E.1. LICENSE TO USER CONTENT.** You shall own all user Content. You hereby grant to **ABT** a non-exclusive, perpetual, irrevocable, worldwide, sub-licensable, transferable, royalty free, fully paid-up license to (a) Prepare aggregates of, or un-identify, user content for the purpose of analyzing or improving the quality or performance of the services; and (b) To reproduce, distribute, prepare derivative works of, modify, translate, adapt, publicly perform, publicly display, and otherwise use your user content for the purpose of providing the services to you or as directed by you through the services, and you understand that we may allow any third party to use your user content as well for such purposes.

**E.2. YOUR RESPONSIBILITY.** You are solely responsible for all of your user content. You represent and warrant that you own all of your user content or you have all rights that are necessary to grant us the license rights in your user content under these terms. You also represent, warrant and covenant to **ABT** that:

- (a) All user content has been collected in compliance with all applicable laws and policies;
- (b) No user content contains any confidential or proprietary information that you do not have authority to make available via the services;
- (c) You acknowledge that you have the right to download as a **.XLS** or **.CSV** file or other downloadable format and submit all user content for storage and use or have received all necessary consents and approvals to do so;
- (d) Your use of user content does not infringe, misappropriate, or otherwise violate the rights of any third party; and
- (e) You are not entitled to any kind of compensation or reimbursement of any kind from **ABT** for any user content. You hereby grant to **ABT** the right to delete, remove, or disable any user content at any time for any reason or no reason.

## **F. CONFIDENTIALITY**

**F.1. CONFIDENTIAL INFORMATION.** Each party may from time to time disclose information to the other party in connection with these terms, whether or not marked as such, and whether disclosed in writing, orally, visually or otherwise (“Confidential Information”). User content shall be deemed to be your confidential information. the services, any feedback or any information regarding fees shall each be deemed to be confidential Information of **ABT**. Notwithstanding the foregoing, Confidential Information does not include any information that:

- (a) Is or becomes available to the public other than through a breach of these terms by the receiving party;
- (b) Is received by the receiving party from a third party not subject to any confidentiality obligation in favor of the disclosing party; or
- (c) Is independently developed by the receiving party without access or reference to confidential information of the disclosing party.

**F.2. OBLIGATIONS.** The receiving party shall not use any confidential information of the disclosing party for any purpose other than to perform its obligations or exercise its rights in accordance with these terms or to provide or use the services. The receiving party shall not disclose any confidential information of the disclosing party, except to any employee, consultant or other representative bound by confidentiality obligations at least as stringent as those set forth herein or, in the case of **ABT** as the disclosing party, to any investor, lender or financing source that is made aware of the confidential status of the confidential information of the disclosing party. The receiving party shall be responsible for any action or omission by any such employee, consultant or other representative, or any investor, lender or financing source, as if

made by the receiving party. the receiving party shall promptly notify the disclosing party of any breach of this section F.2.

**F.3. PERMITTED DISCLOSURES.** Notwithstanding any section in this document, the receiving party may disclose confidential information of the disclosing party to the extent that the receiving party is required or requested to do so pursuant to applicable law by any governmental authority or rules of a stock exchange; provided, however, that prior to any such disclosure, the receiving party shall

- (a) Assert the confidential nature of the confidential information of the disclosing party to such governmental authority or stock exchange;
- (b) Promptly notify the disclosing party of the requirement or request to disclose; and
- (c) Cooperate with the disclosing party in contesting any such disclosure or obtaining a protective order, confidential treatment or the like at the expense of the disclosing party.

**F.4. INJUNCTIVE RELIEF.** Notwithstanding any other provision of these terms, each party acknowledges that any use or disclosure of confidential information of the disclosing party in a manner inconsistent with these terms, may cause the other party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. therefore, each party agrees that, in addition to any other remedy to which the other party may be entitled hereunder, at law or in equity, the other party shall be entitled to injunctive relief, without the posting of any bond and without proof of actual damages, to restrain such use in addition to any other applicable remedy available under applicable law.

**F.5. PUBLICITY.** **ABT** values you as a user. You hereby grant to **ABT** a worldwide, non-exclusive, royalty-free, non-transferable license to use your trademarks, service marks or logos for the purpose of identifying you as a **ABT** customer in order to promote **ABT**. If you prefer that we not use your name or logo in a particular way, please contact us at [allbookkeepingandtaxes@gmail.com](mailto:allbookkeepingandtaxes@gmail.com). We will respect your wishes.

## **G. PAYMENT**

**G.1. FEE STRUCTURE.** Order Forms will set forth fees or your fees may be as set forth on the services. As a **ABT** user, you hereby authorize **ABT** or its payment processor to initiate entries to your bank account on file with **ABT**(using your business address on file) in order to pay amounts that you owe to **ABT**(including for any Renewal terms as those payments come due) (“Fees”), and, if necessary, to initiate adjustments for any transactions credited or debited in error. Our services fees are published online on our website. **ABT** users can opt for monthly or annual services packages.

If you opt for being charged on a monthly basis, you will automatically be debited the monthly

fee on the 1st day of the month for services for that month (e.g., under this plan **ABT** users will be charged on January 1st for services received during the month of January). Upon first subscribing to services, a **ABT** user selects expected monthly expenses that will be in any manner processed or stored using the services. The initial monthly fee is based on the expected monthly expenses until such **ABT** user has been a **ABT** user for three (3) full calendar months. Thereafter, the monthly fee is based on a tiered system according to each **ABT** user's monthly expenses that are in any manner processed or stored using the services. The tier is established by calculating the average of such **ABT** user's expenses over the then-preceding three (3) calendar month period. **ABT** reserves the right to adjust the final monthly fee based on any changes to previously calculated monthly expenses, in its sole discretion, including without limitation to correct for selection of an initial tier that is either too high or too low. If you opt for being charged on an annual basis, you will automatically be debited the annual fee on the effective date and each anniversary of the effective date.

**ABT** may suspend provision of the services at any time if your account is past due. Except to the extent expressly set forth herein, all payments are non-refundable and non-creditable

**G.2. TAXES.** Fees are exclusive of taxes, which you are responsible for if applicable.

**G.3. PAYMENT PROCESSING SERVICE FEES.** Third-party services may also charge you fees to use or access their services, including for payment processing. Our payment processing services are subject to the account agreement for those services (the "Payment Processing Agreement") and subject to certain fees and surcharges communicated to you during the enrollment process and as may be updated by us from time to time. By using our payment processing services, you agree to be bound by the payment processing agreement, as the same may be modified by our payment processor from time to time in accordance with the payment processing agreement. As a condition of **ABT** enabling payment processing services through our payment processor, you agree to provide **ABT** accurate and complete information about you and your business, and you authorize **ABT** to share it and transaction information related to your use of the payment processing services with our payment processor pursuant to our privacy policy. We may change our payment processor from time to time. If we do so, we will provide you with at least thirty (30) days' notice of such change, or such shorter notice period as we receive from our payment processor. You will then be bound by the agreement of our payment processor.

## **H. TERMINATION OF SUBSCRIPTION AND OR AGREEMENT**

**H.1. SUBSCRIPTION TERM.** Your initial subscription term will begin at the effective date and continue, unless terminated earlier, for the term specified on your order form (the "Initial Term"). Your subscription term shall be automatically renewed for successive terms each of which is equal in length to the initial term (each, a "Renewal Term", and all renewal terms together with the initial term, the "Subscription Term").

**H.2. TERMINATION/CANCELLATION.** Termination by you. You may terminate these terms by providing written notice to [allbookkeepingandtaxes@gmail.com](mailto:allbookkeepingandtaxes@gmail.com) to cancel monthly and annual subscriptions. For monthly subscriptions, the termination takes effect on the last day of the calendar month in which **ABT** receives written notice of your desire to cancel the subscription. For annual subscriptions, the termination takes effect on the last day of the current term (specified in the order form) in which **ABT** receives written notice of your desire to cancel the subscription. You are not entitled to any refund from **ABT** for the termination of this agreement by you or **ABT**, except at **ABT's** sole discretion.

Termination by **ABT**. **ABT** may terminate your subscription at any time by providing notice of termination to you via the registration information that we have on file. For annual subscriptions, in the event that we terminate your subscription for any reason other than your violation of section 1.4 or your breach of any material obligation of these terms, we will give you a pro-rated refund of your prepaid fees for the services, with such pro-ration to be calculated based on the number of whole calendar months remaining in your subscription divided by the number of months of your subscription. such termination shall become effective on the last day of the month you receive notice of such termination.

**H.3. EFFECT OF TERMINATION.** In the event of termination or expiration of your services, we will use best efforts to transfer you Intuit Quick-Books online account that was maintained for you by **ABT** to “master administrator” status, so that you can elect to maintain that subscription with Intuit or export your user Content.

**H.4. SURVIVAL.** Sections A.4, C through G (inclusive), H.3 through N (inclusive) will survive the termination or expiration of these terms.

## **I. INTELLECTUAL PROPERTY**

**I.1. OWNERSHIP.** As between the parties, you retain all intellectual property rights in your user Content, and we retain all intellectual property rights in the services. **ABT** owns all right, title and interest in and to the services, including any modifications, alterations or enhancements thereto, and any intellectual property rights therein, subject to the limited licenses granted herein. The grant of rights to the services is not a sale of **ABT** or any portion thereof. You agree that the services are proprietary to us. You shall not, and shall not permit any person or entity to:

- (a) Use the services on a service bureau, time sharing or any similar basis, or otherwise for the benefit of any other person or entity;
- (b) Alter, enhance, or make derivative works of the services;
- (c) Reverse engineer, reverse assemble or de-compile, or otherwise attempt to derive source code from the services; or

(d) Sell, transfer, publish, disclose, display or otherwise make available the services including any modifications, enhancements, derivatives and other materials provided hereunder by us or copies thereof to others in violation of these terms.

Unless as otherwise set forth by us in writing, you understand and acknowledge that all content contained on the services is the property of us and/or our affiliates or licensors, and is protected from unauthorized copying and dissemination by united states copyright law, trademark law, international conventions and other intellectual property laws. Product names are trademarks or registered trademarks of their respective owners.

**I.2. IMPROVEMENT.** **ABT** has the right to collect and analyze data relating to provision, use or performance of the services, and **ABT** may

(a) Use such data to improve the services or for other development, diagnostic or corrective purposes in connection with the services or to develop other **ABT** offerings;

(b) Disclose such data solely in aggregate or un-identified form; and

(c) Use any such improvement or make any such disclosure without limitation hereunder.

**I.3. NO CHALLENGE.** You shall not, and shall ensure that each Affiliate of yours shall not, make any claim against **ABT**, any affiliate of **ABT** or any of its or their direct or indirect users for infringement of any patent or other intellectual property right owned by you or any related entity relating to intellectual property developed by or for you using the services.

**I.4. LIMITATIONS AND REVOCATION.** Your license to use the services is automatically revoked if you violate these terms. From time to time, we may upgrade the services or make improvements to the services. You agree that these terms will apply to all such upgrades or improvements. The foregoing license grant is not a sale of any mobile application we may provide or the website or a sale of a copy of any such application or our website, and we retain all rights and interest in the services. Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these terms, is void. We reserve all rights not expressly granted under these terms.

**I.5. NO IMPLIED LICENSES.** Nothing contained on the services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the services or any content, through the use of framing or otherwise, except:

(a) As expressly permitted by these terms; or

(b) With our prior written permission or the written permission of the third party that may own the trademark or copyright of material displayed on the services.

**I.6. LIMITED FEEDBACK LICENSE.** You hereby grant us a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, perpetual, irrevocable license to suggestions, comments and other

forms of feedback (“**Feedback**”) regarding the services, including feedback regarding features, usability and use, and bug reports, to reproduce, perform, display, prepare derivative works of the feedback and distribute such feedback and/or derivative works in the services. Feedback is provided “as is” without warranty of any kind and shall not include any confidential user content.

## **J. WARRANTIES AND DISCLAIMERS**

The services and all content on or accessible from the services, including our website and documentation are provided "as is" without warranties of any kind, either express or implied, including without limitation any implied warranty of merchant-ability, fitness for a particular purpose or non-infringement. Specifically, but without limitation, we do not warrant that:

- (a) The information available through the services is free of errors;
- (b) The services or any of its features or functionalities (including without limitation mechanisms for uploading, downloading or transmitting content) provided by the services will be uninterrupted, secure or free of errors;
- (c) Defects will be corrected, or
- (d) That our servers or the server
- (e) that make them available are free of viruses or other harmful components.

We and our affiliates and licensors cannot and do not guarantee that any personal information supplied by you will not be misappropriated, intercepted, deleted, destroyed or used by others. Under no circumstances will we be liable for any loss or damage caused by failed delivery or receipt of user Content or any third party’s use or distribution of user content. You hereby acknowledge and agree that **ABT** merely stores and hosts user content but does not actively create user content. Under no circumstances will we be liable for any claims that may arise from user content, including claims for intellectual property infringement.

You understand that the services depend on the quality and accuracy of the user content that you provide to the services.

## **K. LIMITATION OF OUR LIABILITY**

In no event shall we be liable to you, any other user of the services, any third-party provider or any other person or entity for any special, incidental, punitive, consequential, exemplary or other indirect damages or any damages for loss of profits, loss of data, loss of use or costs of obtaining substitute goods or services, arising out of the use, inability to use, unauthorized access to or use or misuse of the services, your contact information, user content or any information contained thereon or in connection therewith, whether based upon warranty,

contract, tort (including negligence) strict liability or otherwise, even if we have been advised of the possibility of such damages or losses.

Our aggregate liability to you for all claims arising from these terms shall not exceed the greatest of (a) \$100.00; or (b) the aggregate amount you have paid to us in fees, if any, in the then-prior twelve (12)-month period.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you but shall instead apply to the maximum extent permitted by law.

## **L. LIMITATION OF LIABILITY**

**L.1. GENERAL INDEMNIFICATION.** You shall indemnify and hold harmless **ABT** from and against all damages, losses, liabilities, claims, demands, actions, suits, judgments, settlements, costs and expenses, including all attorneys' fees, that arise from or relate to:

(a) Your use of or our provision of the services (except to the extent arising directly from our willful misconduct or gross negligence),

(b) Your violation of these terms,

(c) Any user Content, or

(d) Infringement, misappropriation or other violation by you, or any third party using your account or identity in the services, of any intellectual property or other right of any person or entity. **ABT** reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

**DISPUTED TRANSACTION(S) BY INVOICE RECIPIENTS.** Each **ABT** user is responsible for any dispute brought by any Invoice recipient of such **ABT** user regarding whether such payment was actually due, the amount of such payment being correct, any refund being applicable, receipt of an invoice, payment of an invoice or as to any other matter arising out of or related to each applicable invoice or payment. **ABT** shall not be responsible nor liable for any consequences resulting from any of the foregoing. Each **ABT** user hereby agrees to indemnify and hold harmless **ABT** from and against all damages, losses, liabilities, claims, demands, actions, suits, judgement, settlements, costs and expenses, including all attorneys' fees, that arise from or relate to the receipt of any invoice or payment of any invoice. Such indemnity, at **ABT's** sole discretion, may take the form of fees owed to **ABT** by the applicable **ABT** user.

## **M. ARBITRATION**

**M.1 AGREEMENT TO ARBITRATE .** The parties agree that any and all controversies, claims, or disputes between you and **ABT** arising out of, relating to, or resulting from these terms, the services or our privacy policy, shall be subject to binding arbitration pursuant to the terms and conditions of this arbitration agreement, and not any court action (other than a small claims court action to the extent that the applicable claim qualifies or any action to enforce the judgment resulting from arbitration). The federal arbitration act governs the interpretation and enforcement of this arbitration agreement.

**M.2. ARBITRATION PROCEDURES.** Arbitration will be conducted before a single arbitrator in the english language with the arbitration to have the site and location in New-York county, the state of New York under the commercial arbitration rules of the American Arbitration Association(“**AAA**”) and you and we hereby expressly waive trial by jury. You and we shall appoint as sole arbitrator a person mutually agreed by you and us or, if you and we cannot agree within thirty (30) days of either party’s request for arbitration, such single arbitrator shall be selected by the **AAA** upon the request of either party. The parties shall bear equally the cost of the arbitration (except that the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred in connection with the arbitration in such an amount as may be determined by the arbitrator). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, application may be made to any court for a judicial acceptance of the award or order of enforcement. Under no circumstances shall the arbitrator be authorized to award damages, remedies or awards that conflict with these terms.

**M.3 CLASS ACTION WAIVER.** Any claims brought by you or us must be brought in such party’s individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You agree and acknowledge that neither you nor we will participate in a class action or class-wide arbitration for any claims covered by these terms. You hereby waive any and all rights to bring any claims related to these terms and/or our privacy policy as a plaintiff or class member in any purported class or representative proceeding. You understand and agree that you may bring claims only on your own behalf.

**M.4. OPT-OUT.** You may opt out of this arbitration agreement. If you do so, neither you nor we can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing within thirty (30) days of the date that you first became subject to this arbitration provision. The opt-out notice must state that you do not agree to the arbitration agreement and must include your name, address, phone number, and user login, if applicable, to which the opt-out applies and a clear statement that you want to opt out of this Arbitration agreement. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt

out of the arbitration agreement. You must use this address to opt out [allbookkeepingandtaxes@gmail.com](mailto:allbookkeepingandtaxes@gmail.com)

**M.5. EFFECT OF CHANGES ON ARBITRATION.** Notwithstanding any provision in these terms to the contrary, you and we agree that if we make any change to the arbitration agreement (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the change. Moreover, if we seek to terminate the arbitration agreement from these terms, such termination shall not be effective until thirty (30) days after the version of these terms not containing the arbitration agreement is posted to our website, and shall not be effective as to any claim that was filed in a legal proceeding against us prior to the effective date of removal.

## **N. MISCELLANEOUS**

**N.1. GOVERNING LAW.** These terms and all claims (including procedural issues) between the parties are governed by the laws of state of New Jersey.

**N.2. NOTICES.** All consents, approvals, requests or other notices required to be sent hereunder shall be in writing in English, addressed to **ABT's** contact listed below, or as updated by **ABT** by written notice, or addressed to your contact information that you provide as part of your Registration Information. Notices shall be effective upon receipt and shall be deemed to be received as follows: (a) If personally delivered by courier, when delivered; (b) If mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address; (c) If sent by express courier, on the second business day after posting with the proper address; or (d) If sent by email, on the next business day after being sent, as long as a copy is sent by another method permitted hereunder unless you have not provided a physical address as part of your registration information. [allbookkeepingandtaxes@gmail.com](mailto:allbookkeepingandtaxes@gmail.com)

We may communicate with you by electronic means such as for example, by posting messages on our website or by using the Service's user interface to send you e-mail. By using the services, you consent to transact with us electronically. It is your responsibility to keep your services account e-mail address up-to-date so that you are able to receive electronic communication from us.

**N.3. INFORMAL RESOLUTION.** Before filing a claim, you and we each agree to try to resolve the dispute by contacting the other party through the notice procedures in Section 14.2. If a dispute is not resolved within thirty (30) days of notice, you and we may bring a formal proceeding.

**N.4. EXCEPTION TO ARBITRATION.** Either party may bring a lawsuit in the federal or state courts located in New York County, State of York solely for injunctive relief to stop unauthorized use or

abuse of the services or infringement of intellectual property rights without first engaging in the informal dispute notice process described above.

**N.5. ENTIRE AGREEMENT; AMENDMENT.** These terms, including our Privacy Policy and any the fee provisions referenced herein, contain the entire understanding of the parties with respect to the transactions and matters contemplated herein, supersede all previous communications, understandings and agreements (whether oral or written), and cannot be amended except by a writing signed by both parties or by our posting of an amended version of these terms on our services.

**N.6. WAIVER OF RIGHTS.** ABT's failure to enforce any right or provision of these terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly agent of ABT.

**N.7. UPDATES TO THESE TERMS.** ABT may make non-material changes to these terms at any time without notice. We will provide advance notice of any material changes to these terms. Changes to these terms will not apply retroactively and will become effective thirty (30) days after we give you notice or the stated effective date of the new terms, whichever is later, provided, however, that changes to Section 13 of these terms, changes made for legal reasons, or any changes related to new functionality will become effective immediately. To the extent that any changes have a material negative impact on you, you may object to the change by notifying us at [allbookkeepingandtaxes@gmail.com](mailto:allbookkeepingandtaxes@gmail.com) within thirty (30) days of the initial receipt of notice of such changes. If you so notify us, you will remain governed by the terms in effect immediately before the change until the start of the immediately following renewal Term ("Notice Period"), as applicable. Following the Notice Period, you will be governed by the changed terms.

**N.8. SEVERABILITY.** If any provision of the agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any applicable law, the remainder of the agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

**N.9. ASSIGNMENT.** You may not assign any of your rights or obligations under these terms without the prior written consent of ABT.

ABT may assign its rights and obligations under these terms in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets related to these terms or similar transaction. These terms inure to the benefit of and shall be binding on ABT's permitted assignee's, transfers and successors.

**N.10. RELATIONSHIP BETWEEN PARTIES.** We and you are independent contractors. We are not partners, joint venture's, agents, employees or representatives of each other.

**N.11. HEADINGS.** Captions and headings contained in the agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing these terms.

**N.12. INTERPRETATION.** Except where the context expressly requires otherwise,

- (a) The use of the singular will be deemed to include the plural (and vice versa);
- (b) The words “Include”, “Includes”, “Including” or “E.g.” will be deemed to be followed by the phrase “Without Limitation”;
- (c) The word “Will” will be construed to have the same meaning and effect as the word “shall”;
- (d) The words “Herein”, “Here Of” and “Here Under”, or any word of similar import, will be construed to refer to the terms in its entirety and not to any particular provision hereof, and
- (e) The term “or” will be interpreted in the inclusive sense commonly associated with the term “and/or”.

**N.13. THIRD-PARTY BENEFICIARIES.** Except for you and **ABT**, no other person or entity has any right to enforce any part of these terms, nor shall any other person or entity have any cause of action in relation thereto.