

## AccuFund Online Terms of Service

Welcome to the AccuFund Online site, operated by AccuFund, Inc., a Colorado corporation (“AccuFund”, “we”, “us”, “our”). Please read the following Terms of Service (these “Terms”) carefully as it contains important legal terms and conditions that you accept when you: access the Site or otherwise use any content, products, and/or services provided by AccuFund by or through the Site, including Subscription Services (collectively, the “Services”), including, without limitation, all associated features and functionalities, websites and user interfaces, software applications and content. These Terms will apply regardless of how you connected to the Site (e.g., connecting through the internet or using a mobile app).

1. Applicability. For purposes of these Terms, “Site” includes [www.accufund.com](http://www.accufund.com), and any other websites or portals managed by AccuFund through which AccuFund interacts with you or promotes the products and services offered on the Site. For the purposes of these Terms, the terms “Customer”, “You” and “Your” shall mean the individual or entity registering an account with AccuFund through the Site or otherwise accessing the Site. To the extent reasonably applicable, the terms “Customer” “You” and “Your” shall also include all affiliates, officers, directors, members, managers, shareholders, partners, employees, agents, independent contractors and all other authorized third-party users accessing, utilizing, operating or otherwise making use of the Site through a registered account of an individual or entity.

If Customer purchases tangible or intangible items from AccuFund, Customer’s purchase is governed by the AccuFund terms of sale then in effect and provided to Customer in connection with such purchase. If Customer downloads any AccuFund software (such as AccuFund’s mobile app, if any), Customer’s access to and use of that software is also governed by AccuFund’s End User License Agreement then in effect and embedded in the software. These Terms also apply to Subscription Services.

PLEASE CAREFULLY REVIEW THE FOLLOWING TERMS AND ANY AND ALL TERMS OF USE THAT REFERENCE THESE TERMS. THESE TERMS ARE A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND ACCUFUND. THESE TERMS EXPRESSLY INCORPORATE ANY AND ALL TERMS OF USE OR OTHER AGREEMENTS THAT REFERENCE THESE TERMS. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THESE TERMS GOVERN ALL USE OF THE SITE, THE PRODUCTS, THE SERVICES AND SOFTWARE ASSOCIATED WITH THE SITE AND ANY AND ALL ASSOCIATED DOCUMENTATION, BOTH ONLINE AND OFFLINE.

BY CLICKING “I AGREE” OR BY OTHERWISE DOWNLOADING, ACCESSING OR USING ANY PART OF THE SITE, INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE, PRODUCTS OR SERVICES OFFERED BY THE SITE, CUSTOMER CONSENTS TO ALL TERMS AND CONDITIONS SET FORTH IN, AND AGREES TO BE LEGALLY BOUND BY, THESE TERMS, WHICH TERMS AND CONDITIONS SHALL APPLY TO ALL USERS OF THE SITE IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND ANY OTHER

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TERMS AND CONDITIONS, THE TERMS SET FORTH HEREIN SHALL PREVAIL AND CONTROL.

AccuFund may modify these Terms from time to time and shall post the most current version at <https://accufund.com>; it is Customer's responsibility to monitor and stay informed of any changes as such changes may have an impact on Customer's continued use of the Site following modification of Terms. In the event AccuFund makes material changes to these Terms, AccuFund may provide You with notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Site or by sending You an email. Customer hereby agrees to be bound by the modified Terms, which agreement to be bound will be evidenced by Customer's ongoing use of the Site. To the extent applicable, all intellectual property incorporated into the Site and utilized by or through Customer's use of the Site, including, without limitation, any and all upgrades and improvements to the Site of any nature, is licensed by Customer and are not sold to Customer. During the Term of these Terms, and subject to the due payment by Customer and receipt by AccuFund of all due and payable Fees, AccuFund grants to Customer a revocable, limited, non-transferable, non-exclusive license to access the Site and use the Services, defined below, pursuant to these Terms.

## 2. Eligibility.

(a) By registering to use and/or using the Services in any manner, You, just as if You had done so in writing, (i) acknowledge that You have read and understood the Terms, (ii) represent and warrant that You are at least eighteen (18) years of age, and if applicable, have the authority to enter into these Terms on behalf of any person or entity for whom You are accessing or using the Services, and (iii) agree to these Terms and all other rules, policies, and procedures that may be published on the Site from time to time, each of which are incorporated into these Terms and each of which may be updated without notice to You. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; Your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms by reference. These Terms are binding upon any use of the Services, including by Customer, User and Authorized Users (each as defined below), and apply to You from the time that AccuFund provides You with access to the Services.

(b) You understand that Your acceptance as a customer of the Services is conditioned upon AccuFund's customer acceptance policies and procedures. You understand the quality of the services provided by AccuFund are dependent upon the accuracy of the information provided by You, including but not limited to the completeness, spelling, grammar and consistency of names, addresses, descriptions, financial information and the like. You also understand it is Your sole responsibility to provide complete and accurate information and You will review all final document(s) before approving, signing, submitting and or returning them to the designated recipients.

(c) The Services will evolve over time based on user feedback. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to You. The right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

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3. Definitions. The following definitions (and additional definitions provided below) will apply:

(a) “AccuFund Content” means AccuFund-supplied text, audio, video, graphics and other information and data available by means of the Service or on AccuFund’s web site.

(b) “AccuFund Parties” means AccuFund and its respective shareholders, principals, employees and agents.

(c) “Authorized User” is measure of the number of Users permitted to use the Service, as further defined in Section 4.

(d) “Data” means any data and/or information inputted by You or on Your behalf into the Site or otherwise provided by You or on Your behalf to us in connection with the Services.

(e) “Customer Representative” means the Users designated by Customer as authorized to create User accounts, administer Customer’s use of the Service and otherwise represent Customer for purposes of these Terms. Customer is required to name a Customer Representative promptly.

(f) “Effective Date” means the date Customer, subject to these Terms, is able to access the Site.

(g) “Fees” means all amounts due and owing to AccuFund under these Terms. “Fees” include, without limitation, all amounts due under the Quotation, all fees arising from the Professional Services provided hereunder and all penalties, costs and expenses for which Customer is responsible for under these Terms.

(h) “Intellectual Property Right” means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

(i) “Organization” means the organization the Client represents or the organization an Authorized User has been added to and granted access to via the Site.

(j) “Quotation” means the fees set forth on the registration page for the Site or those fees set forth in an AccuFund quote received and agreed to by Customer as a condition precedent for registering for and accessing the Site.

(k) “Service Period” is as defined in Section 5.

(l) “Subscription Services” means the nonexclusive, nontransferable, ability of the Customer or its Authorized Users to access the Site or Services in accordance with these Terms.

(m) “Term” means the term of these Terms as specified in Section 16.

(n) “User” means one of Customer’s employees, representatives, consultants, contractors or agents and other persons expressly permitted by Customer in connection with Customer’s

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business affairs who are authorized to use the Service and have been supplied User identifications and passwords by Customer (or by AccuFund at Customer's request).

#### 4. Number of Authorized Users.

(a) The number of "Authorized Users" is the maximum number of User that may be logged in to the Customer's account at any one time.

(b) Customer is initially authorized to permit use by the number of Authorized Users listed in the Quotation. Customer, by its Customer Representative, may add to the number of Authorized Users by contacting AccuFund customer support by email or phone or by utilizing applicable management features of the Service. Customer will be bound by the instructions and authorizations provided by its Customer Representative.

#### 5. Fees and Terms of Payment

(a) Customer agrees to pay fees set as stated in the Quotation or as AccuFund and Customer otherwise agree in writing.

(b) Subject to the fee structure and calculations stated in the Quotation:

(i) The Service will be billed initially for a six-month period and then quarterly (each a "Service Period"). Payment for the initial six-month Service Period is due prior to the Effective Date; Customer will not be able to access the Site until this required payment has been received. Payment for each subsequent Service Period is due within fifteen (15) days of invoice date or fifteen (15) days in advance of the next Service Period, whichever is later.

(ii) Fees for the Service ("Service Fees") are based on a base fee, additional modules and the number of Authorized Users, which will be initially set at the number set forth in Quotation. Modules may be added and Authorized Users may be increased by Customer request. Customer agrees to pay for added modules and Authorized Users at the then effective rate, prorated for the rest of the then-current Service Period. After the first anniversary of the Effective Date, Customer may reduce the number of Authorized Users, effective as of the beginning of the next calendar quarter, on no less than thirty (30) days prior written notice,

(c) Amounts billable under this Agreement for charges and fees other than Service Fees are due within fifteen (15) days of invoice date.

(d) Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be responsible for payment of all such amounts. All amounts are payable in U.S. dollars. Customer's account will be considered delinquent (in arrears) if payment in full is not received by the due dates specified in these Terms.

(e) If Customer believes that any amount, fee or charge under these Terms is incorrect, in order to obtain a credit, Customer must contact AccuFund in writing within thirty (30) days of invoice date setting forth the nature and amount of the requested correction; otherwise invoices are final.

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6. Excess Data Storage Fees: The maximum disk storage space for Data provided to Customer at no additional charge is 10 Gigabytes. If the amount of disk storage required for Customer's use exceeds this limit in any Service Period, Customer will be charged per gigabyte (GB) at the appropriate rate set as stated in the Quotation, based on the maximum storage used during the Service Period.

#### 7. Non-Payment

(a) In addition to other applicable remedies set forth herein, AccuFund reserves the right to suspend and/or terminate Customer's access to the Service and/or terminate these Terms, upon the seventh day of a quarter for which payment has not been received and until such time as payment has been received. If payment is not received by the fifteen (15th) day of the quarter, a reinstatement fee of \$500.00 shall be charged.

(b) Delinquent invoices and Fees are subject to interest of eighteen percent (18%) per annum or the maximum permitted by law, whichever is less, charged on any outstanding balance, plus all expenses of collection, including, without limitation, reasonable attorneys' fees and court costs. Customer will be charged all applicable fees, including fees for all Authorized Users, during any period Customer's account is suspended.

#### 8. Additional Professional Services.

(a) Customer may retain AccuFund to perform custom programming services ("Professional Services") as the parties may agree upon in writing in the form of a work order or other writing ("Work Order"). AccuFund will use reasonable efforts to carry out the Professional Services stated in the Work Order and to provide any resulting functionality in the Service made available online to Customer and Customer's Users.

(b) Unless otherwise agreed in writing in the Work Order, Professional Services are provided by AccuFund on a time, expenses, and materials basis at AccuFund's then applicable rates and subject to such deposit or advance payment as AccuFund may require. Maintenance and support of code or functionality created by means of Professional Services will likewise be on a Work Order basis under this Section unless otherwise agreed in writing. Access to the results of Professional Services will be available as part of the Service during the Term unless otherwise agreed in writing. The initial Work Order (if any) is attached as Schedule C. Unless otherwise agreed in a Work Order, AccuFund may bill for Professional Services on a weekly or monthly basis, at its sole discretion. Customer will pay for AccuFund's expenses and materials cost that are reasonably incurred for the purpose of the work.

(c) Notwithstanding any default principles of intellectual property law, including any work for hire principles, the code and functionality made or provided under this Section, and all interests therein, including any copyrights, are and shall remain the sole property of AccuFund. If and to the extent the foregoing reservation of rights is insufficient to change the character of any code or functionality produced by AccuFund from work for hire to the sole property of AccuFund, You hereby irrevocably assign all such work produced pursuant to Professional Services to AccuFund, along with all associated rights and interests therein, including copyrights. AccuFund, in return, grants You a license to use such work, subject to these Terms. It is the intent of the parties hereto to grant AccuFund the greatest possible rights in and to any code or

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functionality produced pursuant to any Professional Services, and to extinguish, to the greatest extent possible, any rights in and to such code and functionality belonging to You, except as granted by and as described in these Terms.

9. Account Information Submitted to AccuFund. Customer agrees to provide AccuFund in writing with billing and contact information as AccuFund may reasonably require, including Customer's legal company name, street address, email address, and name and telephone number of an authorized billing contact, as well as the name, username and password of the Customer Representative. Customer agrees to update this information promptly by means of email to [license@accufund.com](mailto:license@accufund.com), and in any case within 15 days, if there is any change.

#### 10. Use of Software and Service

(a) Subject to these Terms, AccuFund grants You and Your Authorized Users a non-exclusive, non-transferable and non-sublicensable (except as expressly permitted herein) license to access and use the Services via the Site in accordance with Your or their role as either a Customer, User or Authorized User, whichever is applicable. You acknowledge and agree that:

(i) the Customer determines who is an Authorized User and what level of user role access to the relevant organization and Service(s) that Authorized User has;

(ii) the Customer is responsible for all Users' and Authorized Users' use of the Services;

(iii) the Customer controls each Authorized User's level of access to the relevant organization and Service(s) at all times and can revoke or change an Authorized User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Authorized User or shall have that different level of access, as the case may be; and

(iv) if there is any dispute between a Customer and an Authorized User regarding access to any organization or Service(s), the Customer shall decide what access or level of access to the relevant Data or Service(s) that Authorized User shall have, if any.

#### 11. Intentionally Omitted.

#### 12. Your Obligations and Responsibilities

(a) General Obligations: You must only use the Services for Your own lawful internal business purposes, in accordance with these Terms and any additional or amended terms and conditions posted on the Site and/or noticed to You by AccuFund.

(b) Registration: You must provide accurate complete information and keep Your account information updated. You shall not:

(i) select or use as a username a name of another person with the intent to impersonate that person;

(ii) use as a username a name subject to any rights of a person other than You without

appropriate authorization; or

(iii) use, as a username, a name that is otherwise offensive, vulgar or obscene.

You may never use another person's user account or registration information for the without permission. You must notify AccuFund immediately of any change in Your eligibility to use the Services, breach of security or unauthorized use of Your account. You should never publish, distribute or post login information for Your account. You shall have the ability to delete Your account, either directly or through a request made to one of our employees or affiliates.

(c) Access Conditions: You must ensure that all usernames and passwords required to access the Services are kept secure and confidential. You must immediately notify AccuFund of any unauthorized use of Your passwords or any other breach of security and AccuFund will reset Your password. You must take all other actions that AccuFund reasonably deems necessary to maintain or enhance the security of AccuFund's computing systems and networks and Your access to the Services.

(d) Prohibited Uses: As a condition of use, You promise not to use the Services for any purpose that is prohibited by these Terms. You are responsible for all of Your activity in connection with the Services. When accessing and using the Services, You shall not (and shall not permit any third party to) either take any action or upload, download, post, submit, transmit, input, or otherwise distribute or facilitate distribution of any Data on or through the Services that:

(i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;

(ii) You know is false, misleading, untruthful or inaccurate;

(iii) is offensive, unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;

(iv) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");

(v) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of AccuFund or of any third party;

(vi) may damage AccuFund's, or any other person or entity's, computing devices or software or may in any way which may impair the functionality of the Services, Site, or other systems used to deliver the Services or impair the ability of any other user to use the Services;

(vii) constitutes an attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Site except as is strictly necessary to use either of them for normal operation;

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(viii) to design or build a product that is competitive to the Service;

(ix) constitutes and attempt to make or have made a product using similar ideas, features, functions or graphics of the Service;

(x) constitutes an attempt to undermine the security or integrity of AccuFund's computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;

(xi) constitutes an attempt to gain unauthorized access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;

(xii) impersonates any person or entity, including any of our employees or representatives; or

(xiii) includes anyone's identification documents or sensitive financial information (such as social security numbers, credit card account information, driver's license or passport information).

(e) Usage Limitations: Your use of the Services may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls You are permitted to make against AccuFund's application programming interface. Any such limitations will be specified within the applicable Services. In addition to limitations described in the foregoing sentence, the Services are for use only by Customer and its assigned Authorized Users. Except as permitted by these Terms, the Services may not be decompiled, reverse engineered, disassembled, transferred, distributed, resold, sublicensed, or used to create any derivative works. Customers may not use any network monitoring or discovery software to determine the Services's architecture, or extract information about usage or individual identities of users. Customer may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Services. Customer may not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services in any way; (ii) modify or make derivative works based upon the Services; (iii) "frame" or "mirror" any content on any other server or wireless or Internet-based device. If Customer chooses to develop applications for internal use or install additional applications that are designed to run on or be used in conjunction with the Services, AccuFund is not responsible for uptime and service level agreements associated with the Services if the outage or degradation is caused by Customer's additional development or applications.

(f) Information: You agree that in order to provide the Services You must provide certain information on a timely basis. You agree that all information supplied by You or Your agent to AccuFund will be complete and accurate. You acknowledge that AccuFund is relying upon such information in the preparation and completion of each and all orders without any verification by AccuFund as to its accuracy or completeness. You agree to provide updates to information on a timely basis. In providing the Services AccuFund may provide recommendations and You will provide all management decisions on a timely basis. You agree to hold the AccuFund Parties harmless and defend and indemnify the AccuFund Parties from and against any claims, causes of action, damages and liability of whatever kind or nature, including but not limited to court



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costs and reasonable attorney fees if information provided by You or Your agent is inaccurate or incomplete. It is Your responsibility to inform AccuFund of any changes or corrections to Your information.

(g) AccuFund's Responsibilities: In providing services hereunder, we will not, verify the accuracy or completeness of the information You provide to us for these services or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on any financial statements. Our services cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrong doing within the entity or noncompliance with laws and regulations.

(h) Your Responsibilities: These services are provided on the basis that, through the acceptance of these Terms, You acknowledge and understand that our role is limited to providing You with access to software, services, and technical support. In providing these services to You, You agree that You as the owner or management of the business have the following overall responsibilities:

(i) To consult with licensed legal, financial and accounting professionals to ensure that You are in compliance with all applicable statutes, laws, rules and regulations;

(ii) To verify accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, You provide to us under these Terms;

(iii) To review and verify the accuracy and content of any materials to be delivered to any governmental authority, including, without limitation, taxing authorities;

(iv) To review all computations performed by AccuFund to verify its accuracy;

(v) To key in all information accurately;

(vi) To take those actions necessary to prevent and detect fraud;

(vii) To not to use any services provided by AccuFund for any illegal, fraudulent or otherwise improper purpose, including, but not limited to, misrepresenting taxpayer information, falsely representing identities, activities that may circumvent security measures, technical or regulatory requirements or other non-compliant activities;

(viii) To review the end-product for errors and notify us of any errors on a timely basis; and

(ix) To provide us with:

- Additional information that may be requested, and
- Access to persons within Your business with whom we determine it is necessary to communicate.

(i) Filing and Business License Fees: You understand and agree that the Service does not

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include filing fees and or business licensing fees. Except as otherwise noted, filing and recording fees include all mandatory or applicable federal, state, county and local administrative fees and may also include publishing, name check, handling processing fees and business licensing.

(j) **Communication Conditions:** As a condition of these Terms, if You use any communication tools available through the Services (such as any forum, chat room or message center), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use). When You make any communication on the Services, You represent that You are permitted to make such communication. AccuFund is under no obligation to ensure that the communications on the Services are legitimate or that they are related only to the use of the Services. As with any other mobile- or web-based forum, You must exercise caution when using the communication tools available on the Services. However, AccuFund does reserve the right to remove any communication at any time in its sole discretion.

(k) **Indemnity:** You agree to defend, indemnify, and hold harmless AccuFund and the AccuFund Parties from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to Your or Your Authorized Users' use or misuse of, or access to, the Services, including Your or Your Authorized Users' violation of the Terms, infringement by You, any of Your Authorized Users or any other third party using Your account or identity in the Services of any intellectual property or other right of any person or entity, and Your or Your Authorized Users' breach of any of these Terms or any obligation You may have to AccuFund, including (but not limited to) any costs relating to the recovery of any Fees that are due but have not been paid by You. We reserve the right to assume the exclusive defense control of any matter otherwise subject to indemnification by You, in which event You will reimburse us for all costs and expenses incurred, including, without limitation, reasonable attorneys' fees, and assist and cooperate with us in asserting any available defenses.

### 13. Intellectual Property

(a) **General:** Except as expressly provided herein, AccuFund alone retains all Intellectual Property Rights relating to the Services. Any suggestions, ideas, enhancement requests, feedback, recommendations or other information or documentation provided by You relating to the Services ("Feedback") shall be assigned by You to AccuFund. AccuFund will be free to use or disseminate Feedback. You will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under these Terms.

(b) **Ownership and Use of Data:** Except as set forth herein, You shall retain all Intellectual Property Rights (if any) in Your Data. However, Your access to the Data is contingent upon full payment of the Fees when due. You hereby grant AccuFund a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to use, copy, transmit, disclose, store, and back-up Your Data for the purposes of enabling You to access and use the Services, to

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permit AccuFund to comply with its obligations under applicable law, regulation, or professional standards or policy regarding document retention (including to meet applicable reporting obligations), and for any other purpose related to the provision of the Services to You or as may be set forth in the Privacy Policy. As set forth in the Privacy Policy, You hereby permit AccuFund, with the assistance of third parties, to collect, hold, and use the Personal Information (as defined in the Privacy Policy) You provide to AccuFund for the additional purposes of: (i) improving the delivery or quality of services or technology to You and other customers (including, but not limited to, for software/machine learning purposes related to the Services); (ii) thought leadership projects allowing You and other customers to evaluate various business transactions and opportunities (e.g., white papers, customer alerts, articles, and blogs); and/or (iii) providing marketing materials and other presentations to You, other customers, and prospective customers, in each case to the extent permitted by applicable law and subject to the Privacy Policy. Upon termination of these Terms in accordance with Section 16, at any time AccuFund may, in its sole discretion, destroy Your Data or any information otherwise provided by You to AccuFund of any type or nature and shall have no obligation to maintain or provide such Data or information to You. In addition, and notwithstanding any other provision set forth in these Terms, AccuFund may retain Your Data or any information otherwise provided by You to AccuFund to comply with its obligations under applicable law, regulation, or professional policy regarding document retention (including to meet applicable reporting obligations) and as otherwise permitted herein and in the Privacy Policy.

(c) Backup of Data: You must maintain copies of all Data inputted into the Services. AccuFund adheres to industry-standard policies and procedures to prevent data loss, but does not make any guarantees that there will be no loss of Data. AccuFund expressly excludes liability for any loss of Data no matter how caused.

(d) Third Party Applications and Your Data: The Services may link to, or permit You to access, other websites, services or resources ("Third-Party Applications") on the Internet, and certain Third-Party Applications may contain links to the Services. There may be administrative fees or other charges associated with Your use of Third-Party Applications. If You choose to enable Third-Party Applications for use in conjunction with the Services, You do so at Your own risk and subject to any terms or conditions communicated to You by the providers of the Third-Party Applications. These Third-Party Applications are not under our control. AccuFund may rely upon information obtained from the Third-Party Applications You enable for use in conjunction with the Services in order to provide You with the Services. AccuFund may allow the providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Services. You acknowledge and agree that AccuFund shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any Third-Party Application, or for any disclosure, modification or deletion of Your Data by any Third-Party Applications. AccuFund is not responsible for the privacy practices of any Third-Party Applications, and urges You to read the privacy policies of any Third-Party Applications before enabling their use in conjunction with the Services.

(e) Third Party Content: Content from other users, suppliers, advertisers, and other third parties, including Third-Party Applications, may be made available to You through the Services. Because AccuFund does not control such content, You agree that AccuFund is not responsible

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for any such content. AccuFund does not make any guarantees about the accuracy, currency, suitability, or quality of the information in such content, and AccuFund assumes no responsibility for unintended, offensive, indecent, 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. You understand that by using the Services You may be exposed to third-party websites that You find. AccuFund makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for, the quality, content, nature or reliability of Third-Party Applications accessible from the Site. AccuFund provides these links for Your convenience only and does not control such websites. AccuFund's inclusion of links to such websites does not imply any endorsement of the materials on such Third-Party Applications or any association with their operators. The Services may contain links to websites that are operated by AccuFund but which operate under different terms.

(f) It is Your responsibility to review the privacy policies and terms of service of any other website or mobile application that You visit, including any Third-Party Applications made available to You through the Services. YOU AGREE THAT IN NO EVENT WILL ACCUFUND BE LIABLE TO YOU IN CONNECTION WITH ANY WEBSITES, SERVICES, CONTENT, MATERIALS, OR PRACTICES OF ANY THIRD PARTY. YOU ACKNOWLEDGE AND AGREE THAT ANY CLAIM WHICH YOU MAY HAVE IN RESPECT OF SUCH THIRD-PARTY APPLICATIONS MAY ONLY BE ASSERTED AGAINST THE PROVIDER OF SUCH THIRD-PARTY APPLICATIONS, AND NOT AGAINST ACCUFUND OR ANY OF THE ACCUFUND PARTIES.

#### 14. Representations, Warranties, Acknowledgments and Covenants

(a) Authority: You represent and warrant that where You have registered to use the Services on behalf of another person or entity, You have the authority to agree to these Terms on behalf of that person or entity and to bind that person or entity to perform any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

(b) Acknowledgement: You acknowledge that: You are also authorized to access the processed information and Data that is made available to You through Your use of the Site and the Services (whether that information and Data is Your own or that of anyone else).

(c) AccuFund has no responsibility to any person other than You and nothing in these Terms confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Site on behalf of or for the benefit of anyone other than Yourself (whether a body corporate or otherwise) You acknowledge and agree that:

(i) You are responsible for ensuring that You have the right to do so; and authorizing any person or entity who is given access to Data;

(ii) You agree that AccuFund has no obligation to provide any person or entity access to such information or Data without Your authorization and may refer any requests for information to You to address;

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(iii) You will indemnify AccuFund against any claims or loss relating to: AccuFund's refusal to provide any person access to Your information or Data in accordance with these Terms; and AccuFund's making available information or Data to any person with Your authorization;

(iv) AccuFund does not warrant that use of the Services will be uninterrupted or error-free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. AccuFund is not in any way responsible for any such interference or prevention of Your access or use of the Services;

(v) It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used;

(vi) You remain solely responsible for complying with all applicable tax and other laws. It is Your responsibility to check that storage of and access to Your Data via the Services and the Site will comply with laws applicable to You (including any laws requiring You to retain records).

(vii) You shall be responsible for compliance with all applicable laws and regulations applicable to any use of or access to the Services outside of the U.S. The Services shall not be accessed from, and none of the underlying information or technology may be transferred or otherwise exported to, countries as to which the U.S. maintains an embargo or any party on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or party, and that neither the Services nor any information acquired through the use of the Services, is or will be used for nuclear activities, chemical or biological weapons, or missile projects.

(d) Consumer Guarantees: You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Site, or the Terms.

(e) Warranty Disclaimer: THE SERVICES, INCLUDING PROFESSIONAL SERVICES, PROVIDED BY ACCUFUND TO YOU ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. ACCUFUND HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, 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. ACCUFUND DOES NOT WARRANT THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. CERTAIN STATE LAWS MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES; IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

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(f) Legal and Accounting Disclaimer: IMPORTANT; PLEASE READ. AccuFund is a software company. While the software offered by AccuFund is commonly used for accounting procedures, AccuFund is not a law firm or accounting firm. By agreeing to these Terms and continuing to use the Site, you acknowledge and agree as follows:

- AccuFund is not a law firm or an accounting firm, or a substitute for a law firm or an accounting firm.
- The Services and other content, including Professional Services, are not legal advice, accounting advice, or any other type of legal, tax or accounting services customarily offered by attorneys, accountants, or book keepers.
- ANY FORMS, TEMPLATES, OR OTHER CONTENT PROVIDED THROUGH THE SITE OR THE SERVICES, INCLUDING PROFESSIONAL SERVICES (COLLECTIVELY, "FORMS"), ARE PRESENTED "AS IS," WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR RELIANCE ON FORMS IS SOLELY AT YOUR OWN RISK.
- Communications with AccuFund are not communications with attorneys or accountants, and AccuFund does not represent, and expressly disclaims any representation, that such communications would be protected from disclosure by any attorney-client privilege, work product privilege, or accountant-client privilege.
- You are encouraged to consider whether you should consult with an attorney, an accountant, or both before using any Form, or to ensure your use of the Site or Services complies with any particular law.
- Federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a governmental authority, consumer contracts (collectively, "Law") and publicly available facts about entities that issue consumer contracts are voluminous and ever-changing. Accordingly, AccuFund cannot and does not guarantee that any information provided through the Services is current. Law relevant to consumers varies depending on the relevant jurisdiction (for example, the applicable U.S. state), and the Services are not, and cannot be, necessarily customized to Your jurisdiction.

(g) Electronic Communications: AccuFund and You may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of accessing or using the Services. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). You agree that the final hardcopy or electronic version of a document, or other written communication that AccuFund transmits to You shall supersede any previous versions transmitted by AccuFund to You. By continuing to use the Services, You consent to receive text messages sent by an automatic telephone dialing system. Consent to these terms is not a condition of purchase.

## 15. Limitation of Liability

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACCUFUND EXCLUDES ALL

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LIABILITY AND RESPONSIBILITY TO YOU (OR ANY OTHER PERSON) IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES, FOR ANY (I) LOSS (INCLUDING LOSS OF INFORMATION, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PROFITS AND SAVINGS), (II) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN) OR (III) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL DAMAGES RESULTING FROM ANY USE OF, OR RELIANCE ON, THE SERVICES. CERTAIN STATE LAWS MAY NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY OR FOR THE LIMITATION OR EXCLUSION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASES, ACCUFUND'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTHING IN THESE TERMS SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

(b) IF YOU SUFFER ANY DIRECT LOSS OR DAMAGE AS A RESULT OF YOUR USE OF THE SERVICES, ANY CLAIM BY YOU AGAINST ACCUFUND WILL BE LIMITED IN RESPECT OF ANY ONE INCIDENT, OR SERIES OF CONNECTED INCIDENTS, TO THE FEES PAID BY YOU IN THE PREVIOUS TWELVE (12) MONTHS. ANY REFERENCE TO ACCUFUND IN THIS SECTION ALSO INCLUDES THE ACCUFUND PARTIES AND ITS AND THEIR SUPPLIERS OR CONTENT PROVIDERS. THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

(c) If You are not satisfied with the Services, Your sole and exclusive remedy is to terminate these Terms in accordance with Section 16 (Termination) below.

## 16. Term and Termination

(a) Payment Policy: Billing will begin from the day Your billing details are added into the Services. AccuFund will not provide any refund for any remaining prepaid period for a prepaid Fees.

(b) Term:

(i) The initial term of these Terms ("Initial Term") will begin on the Effective Date and will end one year from the Effective Date. (The one-year period may be adjusted to conform to calendar quarter ends as stated in the Quotation.) These Terms will then automatically renew for successive one-quarter Service Periods (each a "Renewal Term") beginning upon the expiration of the Initial Term, unless Customer provides to AccuFund written notice of termination not less than forty-five (45) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. AccuFund reserves the right to terminate these Terms for convenience not less than one month's notice.

(ii) Any termination of these Terms by Customer prior to the end of the Initial Term or any Renewal Term will subject Customer to an early termination (acceleration) fee. The early termination fee is calculated as the remaining months of the then current Initial Term or the current Renewal Term for all applicable Authorized Users plus any other outstanding fees or

amounts due.

(iii) In the event that these Terms are terminated (for any reason), AccuFund will, within five (5) days of a Customer's request, make available one backup of the Data in AccuFund's standard format. Customer agrees and acknowledges that AccuFund has no obligation to retain and may delete Customer Data that remains in AccuFund's possession or control more than thirty (30) days after termination.

(c) Breach or Insolvency: If You: breach any of these Terms (including, without limitation, by non-payment of any Fees) and do not remedy the breach within ten (10) business days after receiving notice of the breach if the breach is capable of being remedied, OR breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of any payment of Fees that are more than thirty (30) days overdue), OR You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction, AccuFund may take any or all of the following actions, at its sole discretion:

(i) Terminate Your use of the Services and the Site;

(ii) Suspend for any definite or indefinite period of time, Your use of the Services and the Site;

(iii) Suspend or terminate Your access to all or any Data; and

(iv) Take any of the actions above with respect to any or all other persons whom You have authorized to have access to Your information or Data.

(d) For the avoidance of doubt, if payment of any invoice for Fees due hereunder is not made in full by the relevant due date, AccuFund may suspend or terminate Your use of the Services, the authority for all or any of Your Organizations to use the Services, or Your rights of access to all or any Data.

(e) Accrued Rights: Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of these Terms You shall:

(i) remain liable for any accrued charges and amounts which become due for payment before or after termination;

(ii) remain obligated to refrain from any actions prohibited by the Terms that survive termination; and

(iii) immediately cease to use the Services and the Site.

## 17. Arbitration

(a) YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH



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DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS, YOUR USE OF THE SERVICES, THE PROFESSIONAL SERVICES PROVIDED BY US, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION BY ONE COMMERCIAL ARBITRATOR WITH SUBSTANTIAL EXPERIENCE IN RESOLVING INTELLECTUAL PROPERTY CONTRACT DISPUTES, WHO SHALL BE SELECTED FROM THE APPROPRIATE LIST OF ARBITRATORS IN ACCORDANCE WITH SUCH RULES. ANY ISSUE CONCERNING THE EXTENT TO WHICH ANY DISPUTE IS SUBJECT TO ARBITRATION, OR ANY DISPUTE CONCERNING THE APPLICABILITY, INTERPRETATION, OR ENFORCEABILITY OF THESE DISPUTE RESOLUTION PROCEDURES, INCLUDING ANY CONTENTION THAT ALL OR PART OF THESE PROCEDURES IS INVALID OR UNENFORCEABLE, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT AND RESOLVED BY THE ARBITRATOR. BY OPERATION OF THIS PROVISION, THE PARTIES AGREE TO FOREGO LITIGATION OVER SUCH DISPUTES IN ANY COURT OF COMPETENT JURISDICTION. ARBITRATION SHALL TAKE PLACE IN DENVER, COLORADO AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ. THE ARBITRATOR SHALL HAVE NO POWER TO AWARD NON-MONETARY OR EQUITABLE RELIEF OF ANY SORT EXCEPT AS PROVIDED IN COMMERCIAL RULES AND MEDIATION PROCEDURES R-37 (INTERIM MEASURES) AND R-38 (EMERGENCY MEASURES OF PROTECTION). DAMAGES THAT ARE INCONSISTENT WITH ANY APPLICABLE AGREEMENT BETWEEN THE PARTIES, THAT ARE PUNITIVE IN NATURE, OR THAT ARE NOT MEASURED BY THE PREVAILING PARTY'S ACTUAL DAMAGES SHALL BE UNAVAILABLE IN ARBITRATION OR ANY OTHER FORUM. IN NO EVENT, EVEN IF ANY OTHER PORTION OF THESE PROVISIONS IS HELD TO BE INVALID OR UNENFORCEABLE, SHALL THE ARBITRATOR HAVE THE POWER TO MAKE AN AWARD OR IMPOSE A REMEDY THAT COULD NOT BE MADE OR IMPOSED BY A COURT DECIDING THE MATTER IN THE SAME JURISDICTION. JUDGMENT UPON THE AWARD RENDERED BY SUCH ARBITRATOR MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. NOTWITHSTANDING THE FOREGOING OBLIGATION TO ARBITRATE DISPUTES, EACH PARTY SHALL HAVE THE RIGHT TO PURSUE INJUNCTIVE OR OTHER EQUITABLE RELIEF AT ANY TIME, FROM ANY COURT OF COMPETENT JURISDICTION. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. IN THE EVENT THAT ACCUFUND PREVAILS IN ANY PROCEEDING, WHETHER BROUGHT BY YOU OR ACCUFUND, IN CONNECTION WITH THESE TERMS OF USE OR THE SERVICES, ACCUFUND WILL BE ENTITLED TO RECEIVE ITS COSTS, EXPERT WITNESS FEES AND REASONABLE ATTORNEY'S FEES, INCLUDING COSTS AND FEES ON APPEAL.

(b) Neither You nor AccuFund will participate in a class action or class-wide arbitration for any claims which, pursuant to this Section, are required to be arbitrated. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if we are a party to the proceeding.

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(c) Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms must be filed within one (1) year after such claim of action arose or be forever barred. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration Clause & Class Action Waiver section will be null and void. This arbitration agreement will survive the termination of Your relationship with us.

## 19. Confidentiality

(a) “Confidential Information” means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in connection with these Terms and the Services provided hereunder.

(b) Notwithstanding the foregoing, “Confidential Information” does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the disclosing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that in the event that the receiving party shall be legally compelled or required by any federal, state or local government or any court, administrative agency or commission or other governmental authority or agency to disclose any of the Confidential Information, the receiving party shall promptly provide written notice to disclosing party to enable the disclosing party to seek a protective order, in camera process or other appropriate remedy to avoid public or third-party disclosure of such Confidential Information. In the event that such protective order or other remedy is not obtained, the receiving party shall furnish only so much of such Confidential Information that it is legally compelled to disclose and shall exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information. The receiving party shall cooperate with and assist disclosing party in seeking any protective order or other relief requested by the disclosing party; the disclosing party shall reimburse to the receiving party all reasonable expenses incurred by the receiving party, including reasonable attorneys’ fees, in cooperating and assisting the disclosing party hereunder.

(c) Neither party shall use the other party’s Confidential Information except as reasonably required for the performance of the Services provided under these Terms. Each party will hold in confidence the other party’s Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party’s Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party’s obligations hereunder. The confidentiality obligations set forth in this Section will survive for three (3) years after the termination or expiration of these Terms.

(d) Upon termination or expiration of these Terms, except as otherwise agreed in writing or otherwise stated in these Terms, each party will, upon the request of the disclosing party, either:

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(i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

## 20. General

(a) Entire Agreement: These Terms, which as stated above incorporate by reference the Privacy Statement and any additional or amended terms and conditions applicable to the Services, constitute the entire agreement between You and us with respect to the Services, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between You and us with respect to the Services.

(b) Modification: AccuFund reserves the right, from time to time and in its sole discretion, to modify these Terms, or change, suspend, or discontinue the Services (including without limitation, the availability of any feature, database, or content) without liability, by posting a notice on the Site or by sending You notice through the Services, via e-mail or by another means of electronic communication. We may also impose limits on certain features and services or restrict Your access to parts or all of the Services without notice or liability. In the event AccuFund modifies these Terms, You may be prompted to click "accept" or "agree" to show Your agreement to such modified Terms as a condition to Your continued use of the Services. However, notwithstanding anything to the contrary, it is Your responsibility to periodically check the Site for any modifications to the Terms, and Your continued use of the Services after AccuFund's modification of the Terms constitutes Your acceptance of such modified Terms, which will apply to Your continued use of the Services going forward. Your use of the Services is subject to the Terms in effect at the time of such use.

(c) Force Majeure: AccuFund shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation, or shut downs or limitation on work hours or work capacity resulting from governmental orders of any kind, including public health or executive orders intended to combat the spread of any disease, plague, or pandemic.

(d) Assignment: These Terms are personal to You, and You may not assign, transfer, resell, supply or sublicense (except as expressly permitted hereunder) Your license and/or right hereunder without AccuFund's written consent. AccuFund may assign, transfer or delegate any of its rights and obligations hereunder without consent.

(e) Agency: No agency, partnership, joint venture, or employment relationship is created as a result of these Terms.

(f) No Waiver: Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms to be binding, we must provide You with written notice of

such waiver through one of our authorized representatives.

(g) **Heading:** The section and paragraph headings in these Terms are for convenience only and shall not affect their interpretation.

(h) **Governing Law and Jurisdiction:** These Terms shall be governed by construed in accordance with the laws of the State of Colorado, including its conflict of law rules, and the laws of the United States. Subject to the provisions of Section 17 above, You agree that any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and venue of the state and federal courts in the state of Colorado.

(i) **Severability:** If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

(j) **Notices:** Except as otherwise permitted by these Terms, any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to AccuFund must be sent to [license@accufund.com](mailto:license@accufund.com) or to any other email address notified by email to You by AccuFund. Notices sent to You by email will be sent to the email address that we have on file for You as a user of the Services.

(k) **Survival:** The following Sections shall survive the termination of these Terms: Section 3, Definitions; Section 7, Non-Payment; Section 13, Intellectual Property; Section 14, Representations, Warranties, Acknowledgments and Covenants; Section 15, Limitation of Liability; Section 16, Term and Termination; Section 17, Arbitration; Section 19, Confidentiality; and Section 20, General.