

OJO LLC Terms of Service

DEFINITIONS

1 “Customer” means the person, entity, partnership or organization utilizing OJO LLC’s bookkeeping services.

2 “OJO Bookkeeping” is a registered DBA of OJO LLC. All references to OJO Bookkeeping means OJO LLC.

3 “Party” means either Customer or OJO LLC and “Parties” means both Customer and OJO LLC.

4 “Recipient” means an accountant, accounting firm, or other third party whose clients include OJO LLC customers. Recipients access the Services in accordance with this Agreement for the purposes of obtaining, with their clients’ authorization, Customer Data about such clients to provide services to them.

5 “Services” means the services described on OJO LLC's website and selected by Customer during Sign-up. OJO LLC reserves the right to update its description of the Services from time to time during the Term.

6 “Sign-up” means the online sign-up process on OJO LLC's website.

7 “Term” has the meaning set out in Section “Term”.

RELATIONSHIP

The relationship between the Customer and OJO LLC does not constitute a fiduciary relationship. OJO LLC acts solely as a bookkeeping agent and has not assumed nor will it assume any advisory or fiduciary responsibility in favor of the Customer. OJO LLC has no obligation to the Customer except the obligations expressly set forth in this Agreement. OJO LLC and its affiliates will not provide any legal, accounting, regulatory or tax advice. It is the Customer’s responsibility to consult its own legal, accounting, regulatory and tax advisors to the extent it deems appropriate.

SUBSCRIBING TO THE SERVICE

Customer subscribes for the Services by selecting them from the options available during Sign-up. In the event of any conflict between this Agreement and the information provided during Sign-up, this Agreement shall control.

LICENSE

1 License Grant. Subject to the terms and conditions of this Agreement, OJO LLC grants to Customer a non-exclusive, non-transferable license during the Term, to permit Customer Personnel to access the Services through OJO LLC's currently available interfaces.

2 User IDs. Upon Customer’s request, OJO LLC will issue a Customer ID to Customer. Customer may share this Customer ID with each of its partners, shareholders, employees and contractors who are bound by confidentiality restrictions at least as restrictive as this Agreement (“Customer Personnel”). Customer Personnel may only access and use the Service through the Customer ID. Customer will not allow Customer Personnel to share the Customer ID with third parties. Customer is responsible for all activity occurring under its Customer ID. Customer is responsible for all use of the Services by Customer Personnel and for maintaining the confidentiality of the Customer ID and will promptly notify OJO LLC of any actual or suspected unauthorized use of the Services. OJO LLC reserves the right to replace the Customer ID if it determines it may have been used for an unauthorized purpose.

3 Internet Connectivity; Disclaimer. OJO LLC will make the Services available for access via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Services. Customer acknowledges that the Internet is known to be unpredictable in performance, unsecure and may, from time to time, impede access to the Services or performance hereunder. Customer agrees that OJO LLC is not in any way responsible for any interference with Customer's use of or access to the Services or security breaches arising from or attributable to the Internet, and Customer waives any and all claims against OJO LLC in connection therewith.

4 Limitations. Customer agrees that it will not permit any Customer Personnel or any other party to: (a) permit any party to access or use the Services other than the Customer Personnel authorized under this Agreement; (b) modify, adapt, alter or translate any software underlying the Services, except as expressly allowed hereunder; (c) sublicense, lease, rent, loan, distribute, or otherwise transfer the Service to any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of any software underlying the Services; (e) use or copy the any software underlying the Services except as expressly allowed hereunder; (f) conduct or promote any illegal activities while using the Services; (g) use the Services to generate unsolicited email advertisements or spam; (h) use the Services to stalk, harass or harm another individual; (i) use any high volume automatic, electronic or manual process to access, search or harvest information from the Services (including without limitation robots, spiders or scripts); (j) interfere in any way with the proper functioning of the Services or interfere with or disrupt any servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; (k) attempt to gain access to secured portions of the Services to which it does not possess access rights; (l) upload or transmit any form of virus, worm, Trojan horse, or other malicious code; (m) use any robot, spider, other automatic device, or manual process to extract, "screen scrape", monitor, "mine", or copy any static or dynamic web page on the Services or the content contained on any such web page for commercial use without our prior express written permission; (n) impersonate any person or entity, or otherwise misrepresent its affiliation with a person or entity; or (o) mirror or frame the Services or any content, place pop-up windows over its pages, or otherwise affect the display of its pages.

5 Suspension of Access. In addition to any other suspension or termination rights of OJO LLC pursuant to this Agreement, certain extraordinary circumstances may require OJO LLC to suspend or terminate (where appropriate), as determined in OJO LLC's discretion, Customer's access to and/or use of, or otherwise modify, the Services and/or any component thereof, without notice in order to: (a) prevent damages to, or degradation of the integrity of, OJO LLC's Internet network; (b) comply with any law, regulation, court order, or other governmental request or order; or (c) otherwise protect OJO LLC from potential legal liability or harm to its reputation or business. OJO LLC will use commercially reasonable efforts to notify Customer of the reason(s) for such suspension or termination action as soon as reasonably practicable. In the event of a suspension, OJO LLC will promptly restore Customer's access to the Services as soon as the event giving rise to the suspension has been resolved as determined in OJO LLC's discretion. Nothing contained in this Agreement will be construed to limit OJO LLC's actions or remedies or act as a waiver of OJO LLC's rights in any way with respect to any of the foregoing activities. OJO LLC will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of the Services.

RESERVATION OF RIGHTS

1 OJO LLC. OJO LLC expressly reserves all rights in the Service and all other materials provided by OJO LLC hereunder not specifically granted to Customer. It is

acknowledged that all right, title and interest in the Service and all other materials provided by OJO LLC hereunder, any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with OJO LLC (or third party suppliers, if applicable) and that the Service and all other materials provided by OJO LLC hereunder are licensed on a subscription basis and not “sold” to Customer. Certain of the names, logos, and other materials displayed on the Services constitute trademarks, trade names, service marks or logos (“Marks”) of OJO LLC or other entities. Customer is not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with OJO LLC or those other entities. Any use of third party software provided in connection with the Services will be governed by such third parties’ licenses and not by this Agreement.

2 Trademarks. The trademarks, logos, and service marks (collectively the “Trademarks”) displayed on the OJO LLC website are registered and unregistered Trademarks of OJO LLC and others. Nothing contained on the OJO LLC website should be construed as granting by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the OJO LLC site without the written permission of OJO LLC or such third party that may own the Trademark. Misuse of any Trademarks, or any other content, displayed on the OJO LLC website is prohibited. OJO LLC reserves the right to enforce its intellectual property rights, including via civil and criminal proceedings.

3 Customer. Customer expressly reserves all rights in any information, records, files or other data that Customer (or Customer Personnel) loads, enters into, or otherwise makes available to OJO LLC or the Service and all results from processing such data, including compilations, and derivative works thereof (the “Customer Data”), except that Customer grants OJO LLC a perpetual, non-exclusive, world-wide, royalty free, fully sublicenseable, fully paid-up license to use, reformat, modify, display, perform, reproduce, and create derivative works of the Customer Data: (i) in providing the Service to Customer or (ii) in connection with OJO LLC's internal business purposes. Unless specifically agreed in writing, each Party’s rights under this clause (b) extend to any update, adaptation, translation, customization or derivative work of Customer Data, made under this Agreement.

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

5 OJO LLC knows that privacy is important. For this reason, OJO LLC has created a privacy policy that describes its collection, use and disclosure practices regarding any personal information that Customer provides to OJO LLC. The security of Customer’s personal information is important to OJO LLC. While there is no such thing as “perfect security” on the Internet, OJO LLC will take reasonable steps to help ensure the safety of Customer’s personal information. However, Customer understands and agrees that such steps do not guarantee that the Site and the Services are invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities. OJO LLC reserves the right to cooperate with local, state, provincial and national authorities in investigations of improper or unlawful activities and this may require the disclosure of Customer’s personal information. OJO LLC may also report to other organizations about improper or unlawful user activities and this reporting may include disclosure of

personal information relating to those individuals conducting such improper or unlawful activities.

CUSTOMER DATA

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

2 Transmission to Recipients. At the Customer's request and subject to Customer's payment of any applicable fees, OJO LLC will use reasonable efforts to make certain Customer Data (the Bookkeeping Data, as defined in our Privacy Policy) of such Customer is available to Recipient(s) who have registered with and are using our Services. Customer hereby authorizes OJO LLC to disclose such Customer Data to any Recipient to whom Customer authorizes. OJO LLC does not control how any Recipients use the Customer Data and has no responsibility for the copy of the Customer Data after providing access to a Recipient. Notwithstanding the foregoing, OJO LLC reserves the right to decline to transmit Customer Data to a specific Recipient if OJO LLC believes such transmission would violate this Agreement or any applicable laws (in which case OJO LLC will use reasonable efforts to promptly notify Customer of such decision). Recipient acknowledges that OJO LLC is merely acting as a passive conduit for such distribution and takes no responsibility for any Customer Data. OJO LLC makes no warranty, representation, endorsement, or guarantee regarding, and accept no responsibility or liability for, the quality, content, nature or reliability of any Customer Data.

3 Restrictions. Customer agrees not to upload or transmit any Customer Data: (i) that is not directly related to Bookkeeping and OJO LLC related services (ii) that Customer does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality or fiduciary obligations that Customer might have with respect to the Customer Data); (iii) for which Customer does not have the consent or permission from the owner of any personally identifiable information contained in the Customer Data; (iv) that infringes, misappropriates or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third party (including, without limitation, any copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity); (v) that is false or misleading; (vi) that is defamatory, obscene, or offensive; (vii) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability; or (viii) that contains any viruses, Trojan horses, spyware, malware, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

4 Indemnity. Customer agrees to indemnify and hold harmless OJO LLC, its employees, officers, directors and affiliates against any and all liability (including damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees) to third parties (including, but not limited to, any Clients, the US government and taxing authorities) relating to: (a) Customer Data, (b) Customer's breach of any of its obligations, representations and/or warranties under this Agreement; or (c) except for claims for which OJO LLC is liable under Section "IP Indemnity" below, Customer's use of the Services, including in combination with any third party software, application or service.

5 Financial Institution Access. Customer and Customer affiliates agree to never give any OJO LLC employee, contractor, or affiliate any access other than read only to banking login, electronic payments login, etc. Banking and financial access other than read only by any bookkeeper is a security risk and Customer understands that access

other than read only to financial accounts by an OJO Bookkeeper, supervisor, etc is strictly forbidden.

NON-SOLICITATION

1 OJO LLC Employees & Contractors. Customer and Customer affiliates agree to not hire or attempt to hire an OJO bookkeeper, employee, or contractor directly or indirectly....and furthermore agree to never attempt to communicate with any OJO bookkeepers, employees, or contractors outside OJO established communication methods during the term of agreement and for a period of 1 year following its termination.

TERM

The term of this Agreement ("Term") shall commence upon the date the Sign-up process is complete and will continue thereafter until terminated.

CUSTOMER SUPPORT

During the Term for the applicable Services, OJO LLC will provide the following standard customer support:

1 Web Support. Customer's designated representative shall have access to OJO LLC's technical support website and may use the web site to submit service requests. OJO LLC may also elect to offer Customer the option of submitting service requests to OJO LLC by telephone and/or third party software or services. OJO LLC will use reasonable efforts to respond within three (3) business days. Web support shall not include, and OJO LLC will not provide, any tax or other professional or expert advice of any kind, including, but not limited to any advice regarding the appropriate handling of tax and accounting issues, or otherwise. OJO LLC will use commercially reasonable efforts to correct any reproducible failure of the Services to substantially conform to its expected operation; provided that OJO LLC is not required to provide a correction for all such nonconformities.

2 Service Upgrades and Scheduled Downtime. OJO LLC will update the Service in its sole discretion. OJO LLC will make such updates available to Customer, at no additional charge, as and when it offers them generally to its other customers. OJO LLC may from time to time schedule downtime for maintenance and upgrades.

3 Data Storage & Access. The Service includes online data storage and daily data access of Customer Data. It is Customer's responsibility to backup onto Customer's own local system all Customer Data, including all data and records that Customer submits to OJO LLC. In addition, OJO LLC will store and make available all Customer Data uploaded to OJO LLC for 1 year from date of upload.

4 Delays Due to Bookkeeper Downtime.

FEES & PAYMENT

1 Usage Fees. Usage Fees are charged in respect of Customer's use of the Services (for example, hourly fees for Services provided). Rates for Usage Fees are initially the rates indicated during Sign-up, but OJO LLC may change the rates from time to time by providing Customer with one (1) month's notice.

2 Payment for Services. OJO LLC will issue Customer an invoice bi-monthly. Customer agrees to make payment to OJO LLC within fifteen (15) days of marked invoice date. OJO LLC must be notified in writing of any billing discrepancies within ten (10) days after the marked invoice date of the applicable invoice to be eligible to receive an adjustment or credit (if any).

3 Late Payment. Customer may not withhold or "setoff" any amounts due hereunder. Any late payment shall be subject to any costs of collection and shall bear interest at the rate of one and a half percent (1.5%) compounded monthly (18% annually), or the

maximum legal rate if less, per month or fraction thereof until paid. If further collection attempts are required, all collections costs, including any costs associated with termination of this Agreement and including but not limited to, attorney fees, where permitted by law, will be charged to Customer. OJO LLC may also report this information to any and all credit agencies and/or financial institutions. This section shall, to the extent applicable, survive the termination of this Agreement.

4 Insufficient Funds (NSF). If any amount debited against Customer is dishonored or returned for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by Customer and/or Customer's financial institution, OJO LLC may; (a) refuse to perform further Services, (b) charge Customer a one-time insufficient funds penalty fee of \$25 for each occurrence, (c) report this information to any and all credit agencies and/or financial institutions, and/or (d) immediately terminate this Agreement.

5 Suspension of Service. If Customer does not make invoice payment to OJO LLC within 30 days of invoicing date (15 days after invoice due date), OJO LLC will suspend Services. OJO LLC reserves the right to suspend Service until all past due amounts are paid in full.

6 Inactive Service. If Customer fails to proceed with usage of OJO LLC services due to a) Customer not scheduling and attending the required Orientation Call within ten (10) calendar days of online website sign up or b) idle activity / lack of service usage for 4 consecutive weeks, Customer's account is considered Inactive and thereby service is suspended.

7 Reactivation Fees. If Customer's account has been suspended and Customer informs OJO LLC in writing that they wish for their services to become active in the future, there will be a one-time fee of \$100 US charged to the Customer's account. Any past-due / outstanding bills including reactivation fee must be paid in full before service reactivation.

8 Setup Fees and Minimum Monthly Charges. OJO LLC may charge a one-time setup fee to be stated on the Sign Up website pages (www.ojobookkeeping.com/sign-up/) and subsequent pages. This fee will be charged upon completion of the online website sign up process. This fee is non-refundable and is not associated with any 30-day money back guarantee. OJO LLC may charge a recurring monthly minimum charge to be stated on the Sign Up website page (www.ojobookkeeping.com/sign-up/) and subsequent pages. If Customer requests services that amount to less than the monthly minimum charge, the client will be charged the minimum charge. If Customer requests services that amount to more than the monthly minimum charge, the client will be charged the minimum charge plus any additional charges for services rendered.

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

10 Refunds or Payment Upon Termination. In the event of termination of a Service, we may provide Customer with a refund of any pre-paid but unused fees related to such Service. We will issue the refund within 60 days of processing of Customer cancellation request. In no event shall any termination relieve Customer of the obligation to pay any fees payable to OJO LLC for the period prior to the effective date of termination.

11 30-Day Money Back Guarantee Period. 30-day money back guarantee is related only to the initial month of Service and refund is related only to the first month of Customer use of Service. 30-day money back guarantee is not related to One-Time Setup Fee nor to any Reactivation Fee, which is non-refundable. 30-day money back

guarantee is not related to Bank Reconciliation work performed on months which are more than two months prior to the current month of initial service, which is non-refundable. Refund will be a full return of payment for the first month's billable hourly bookkeeping services equaling the full amount of first month's billable hourly bookkeeping services payment by Customer for Service. Refunds will be issued only upon written notification from Customer to OJO LLC within 30 days of start of billable Service.

CONFIDENTIAL & PROPRIETARY INFORMATION

1 Definitions. For purposes of this section, a Party receiving Confidential & Proprietary Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential & Proprietary Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Customer hereby acknowledges that the Service will be considered Confidential and Proprietary Information belonging exclusively to OJO LLC (or its designated third party supplier), and OJO LLC hereby acknowledges that Customer Data will be considered Confidential and Proprietary Information belonging exclusively to Customer, in each case regardless of whether or not marked as "confidential" or "proprietary". Discloser's Confidential & Proprietary Information does not include: (i) information already known or independently developed by Recipient outside the scope of this relationship by personnel not having access to any Discloser's Confidential & Proprietary Information; (ii) information in the public domain through no wrongful act of Recipient, or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

2 Covenant. Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential & Proprietary Information of the Discloser to any person or entity, except to its own personnel, affiliates or contractors having a "need to know", as permitted by this Agreement (including Section 5(b)), or to such other recipients as the Discloser may approve in writing; (ii) use Confidential & Proprietary Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential & Proprietary Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential & Proprietary Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Each party will be deemed to have fulfilled its confidentiality obligations under this Section Confidential & Proprietary Information if it affords the other party's Confidential & Proprietary Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care). Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential & Proprietary Information of Discloser in its possession or control and cease all further use thereof. OJO LLC may retain a copy of such Confidential & Proprietary Information for the sole purpose of and to the extent necessary for it to comply with applicable and legal, regulatory, and/or reasonable internal back-up or archival policies and requirements. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential & Proprietary Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

3 Injunctive Relief. Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be

available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

WARRANTIES AND DISCLAIMERS

1 Limited Noninfringement Warranty. OJO LLC represents and warrants that, to the best of its knowledge as of the date the Service (and each update thereto) is first made available hereunder, the Service, when properly used in accordance with this Agreement, will not misappropriate or infringe any third party's U.S. intellectual property rights. Customer's sole and exclusive recourse and remedy, and OJO LLC's sole, exclusive and entire liability, for breach of this Subsection "Limited Noninfringement Warranty" shall be the exercise of Customer's indemnity rights under Section "IP Indemnity" below.

2 Content from other users, suppliers, advertisers, and other third parties may be made available to Customer through the Services. Because OJO LLC does not control such content, Customer agrees that OJO LLC is not responsible for any such content. OJO LLC does not make any guarantees about the accuracy, currency, suitability, or quality of the information in such content, and OJO LLC assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content made available by other users, advertisers, and other third parties or violation of any third party rights related to such content. The Services may contain links to websites not operated by OJO LLC. OJO LLC is not responsible for the content, products, materials, or practices (including privacy practices) of such websites. Customer understands that by using the Site and/or Services Customer may be exposed to third-party websites that Customer finds offensive, indecent or otherwise objectionable. OJO LLC makes no warranty, representation, endorsement, or guarantee regarding, and accept no responsibility for, the quality, content, nature or reliability of third party websites, products or services accessible by hyperlink or otherwise from the Site or Services. OJO LLC provides these links for Customer's convenience only and does not control such websites. OJO LLC's inclusion of links to such websites does not imply any endorsement of the materials on such third party websites or any association with their operators. The Services may contain links to websites that are operated by OJO LLC but which operate under different terms. It is Customer's responsibility to review the privacy policies and Terms of Service of any other website Customer visits. CUSTOMER AGREES THAT IN NO EVENT WILL OJO LLC BE LIABLE TO CUSTOMER IN CONNECTION WITH ANY WEBSITES, CONTENT, MATERIALS, OR PRACTICES OF ANY THIRD PARTY.

3 Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION "WARRANTIES AND DISCLAIMERS" THE SERVICES AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY OJO LLC TO CUSTOMER ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND. OJO LLC 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. OJO LLC DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

IP INDEMNITY

OJO LLC shall defend at its expense any suit brought against Customer and will pay any settlement OJO LLC makes or approves or any damages finally awarded in such suit insofar as such suit is based on a claim by any third party alleging that OJO LLC has violated Subsection "Limited Noninfringement Warranty" from Section "Warranties and Disclaimers"; provided that OJO LLC is given prompt notice of the claim and sole control over the defense and any settlement thereof and Customer reasonably

cooperates with OJO LLC (at OJO LLC's expense) to facilitate the settlement or defense of any claim. OJO LLC is not obligated under this section to the extent any claim arises from Customer's breach of this Agreement or use of the Service in combination with any software, data, or technology not supplied by OJO LLC (where there would be no claim, but for such combination) or not used in accordance with third parties' terms of service. If any portion of the Service becomes, or in OJO LLC's opinion is likely to become, the subject of a claim of infringement, OJO LLC may, at OJO LLC's option: (a) procure for Customer the right to continue using the Service; (b) replace the Service with non-infringing software or services which does not materially impair the functionality of the Service; (c) modify the Service so that it becomes non-infringing; or (d) terminate this Agreement and upon such termination, Customer will immediately cease all use of the Services. This Section "IP Indemnity" states the sole and exclusive remedy of Customer and the entire liability of OJO LLC for infringement claims and actions.

LIMITATION OF LIABILITIES

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

1 Amount. EXCEPT FOR INDEMNITIES EXPRESSLY PROVIDED BY THIS AGREEMENT, NEITHER PARTY IS LIABLE FOR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT EXCEEDING FEES PAID IN RESPECT OF THE SERVICES AT ISSUE IN THE LAST THREE (3) MONTHS. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THE MAXIMUM LIABILITY AMOUNT. IN NO EVENT SHALL OJO LLC'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

2 Type. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE, OR GOODWILL, (III) BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, (IV) DELAY IN SERVICES DUE TO BOOKKEEPER DOWNTIME INCLUDING SICK LEAVE, VACATION, TURN OVER, MATERNITY / PATERNITY, OR OTHER TIME OFF; OR (V) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE. IN NO EVENT SHALL OJO LLC BE LIABLE FOR PROCUREMENT OR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

3 SOME OF THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO CUSTOMER. TO THE EXTENT THAT OJO LLC MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY IMPLIED WARRANTY OR LIMIT LIABILITIES, THE SCOPE AND DURATION OF SUCH WARRANTY AND THE EXTENT OF OUR LIABILITY WILL BE THE MINIMUM PERMITTED UNDER SUCH APPLICABLE LAW.

NOTICES

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

1 OJO LLC addressed to Customer Care at: (i) OJO LLC, 950 W Bannock St #1100, Boise, ID 83702; or (ii) support@OJOBookkeeping.com

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

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

TERMINATION

1 On Notice. Either Party can terminate this Agreement by providing the other party with notice of termination of Customer's use of Service.

2 Generally. Either Party may, in addition to other relief, suspend or terminate this Agreement if the other Party breaches any material provision thereof and fails within fifteen (15) days after receipt of notice of default to correct such material breach or to commence corrective action reasonably acceptable to the aggrieved Party and proceed with due diligence to completion. Either Party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the Party and is not dismissed within thirty (30) days.

3 Survival. Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both Parties (except for Customer's payment of all sums then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (b) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy all Confidential Information of the other Party, as set forth Section Confidential & Proprietary Information. The following Sections will survive expiration or termination of this Agreement for any reason: Section "Reservation of Rights", Section "Customer Data", Section "Confidential & Proprietary Information", Section "Warranty Disclaimer", Section "Limitation of Liabilities", Section "Survival", and Section "General Provisions".

4 Data Storage. Upon termination of service, OJO LLC shall have no obligation to maintain or provide any of Customer Data, and shall thereafter, unless legally prohibited, delete all of Customer Data in OJO LLC's systems or otherwise in OJO LLC's possession or under OJO LLC's control.

GENERAL PROVISIONS

1 Assignment. Customer may not assign this Agreement or any of its rights or obligations hereunder to any third party without OJO LLC's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

2 Arbitration. All controversies, disputes, demands, counts, claims, or causes of action between Customer and OJO LLC arising out of, under, or related to this Agreement or OJO LLC's privacy practices (including any action OJO LLC takes or authorizes with respect to information about or provided by Customer) shall be settled exclusively through binding arbitration.

3 Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from the American Arbitration Association ("AAA"). As modified by this Agreement, and unless agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively "Rules and Procedures").

4 Customer is thus GIVING UP ITS RIGHT TO GO TO COURT to assert or defend its rights under this contract EXCEPT for matters that may be taken to small claims court. Customer's rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. Customer is entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

5 Customer and OJO LLC must abide by the following rules: (a) for any claim that could otherwise be brought in small claims court, the arbitration shall be conducted solely based on written submissions and, if the arbitrator deems it appropriate, a telephonic hearing; (b) if the claim exceeds what can be recovered in a small claims court, the arbitration shall be conducted solely based on written submissions or a telephonic hearing, unless the arbitrator deems a face-to-face hearing is appropriate, in which case one should be held at a location agreed to by Customer and OJO LLC, and if the parties cannot agree on a location for the hearing, the arbitrator will determine a location for the proceedings which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances; (c) the arbitrator's ruling is binding and not merely advisory; (d) ANY CLAIMS BROUGHT BY CUSTOMER OR OJO LLC MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (e) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, (f) in the event that Customer is able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, OJO LLC will pay as much of Customer's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (g) OJO LLC also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (h) the arbitrator shall honor claims of privilege and privacy recognized at law; (i) a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either Customer or OJO LLC shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/OJO LLC customer; and (j) each side pays its own attorneys' fees and expenses unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses.

6 Notwithstanding the foregoing, either Customer or OJO LLC may bring an individual action in small claims court. In addition, if Customer is a user outside of the United States, the dispute resolution provision in our Privacy Policy (if any), and not this arbitration provision, shall apply to any disputes related to privacy. Further, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or

misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration provision. Such claims shall be exclusively brought (unless such courts do not have personal jurisdiction in the dispute) in the courts located in Idaho. Additionally, notwithstanding this arbitration provision, either party may seek emergency equitable relief before such courts in order to maintain the status quo pending the arbitrator's ruling, and hereby agree to submit to the personal jurisdiction of such courts. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

7 With the exception of subparts (d) and (e) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subpart (d) or (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Customer nor OJO LLC shall be entitled to arbitration. In the event this arbitration provision is held unenforceable by a court, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between Customer and OJO LLC shall be exclusively brought in the state or federal courts specified in subsection (d) above. For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, Customer may call AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

8 Choice of Law. This Agreement and any action related thereto shall be governed by and construed in accordance with the substantive laws of the State of Idaho, without regard to conflicts of law principles. Except as specified in Section "Arbitration", the Parties will initiate any lawsuits in Boise, Idaho and irrevocably consent to exclusive personal jurisdiction and venue therein. The U.N. Convention on Contracts for the International Sale of Goods and the Unfair Contracts Act in the United Kingdom shall not apply to this Agreement. Any claim against OJO LLC must be brought within six months after it arose, or be barred.

9 Right To List As A Customer. Customer agrees that OJO LLC may utilize Customer's entity name in listings of current customers. Use of Customer's name in any other marketing materials or press announcements will be submitted to Customer in advance for approval, and such approval will not be unreasonably withheld.

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

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

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

13 Force Majeure. Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

14 Severable. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

15 Waiver. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

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

17 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

18 Amendments. OJO LLC reserves the right to change this Agreement at any time and from time to time without notice by posting revisions to this Agreement (including the description of the Services) on OJO LLC's website. Continued use of the Services after Customer becomes aware of any such changes shall constitute Customer's consent to such changes. Customer is responsible for regularly reviewing the most current version of this Agreement which is available on OJO LLC's website.

19 English Language. It is the express wish of the parties that these Terms of Service and all related documents be drawn up in English.

I have read and agree to the Terms of Service above.

Company Name: _____

Owner / Partner / Authorized Agent Name: _____

Signature: _____ **Date:** _____



OJO Bookkeeping (208) 287-8700 support@ojobookkeeping.com