

TERMS OF SERVICE AGREEMENT FOR SYNCBOOKS SERVICE

This TERMS OF SERVICE AGREEMENT (“Agreement”) is made between AMi Advanced Solutions, Inc. (“AMi”) and any person or entity who completes the registration process (“YOU” or “YOUR”). YOU and AMi are sometimes referred to individually as a “party” and collectively as the “parties.”

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICE, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU ARE A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, THEN THE PERSON SIGNING THIS AGREEMENT ON THE ENTITY’S BEHALF REPRESENTS THAT HE OR SHE IS AUTHORIZED TO SIGN FOR AND BIND THE ENTITY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, AMi WILL PROMPTLY CANCEL THIS TRANSACTION AND YOU MAY NOT ACCESS OR USE OR INSTALL ANY PART OF THE SERVICE.

1. Description of SyncBooks Service, Exclusions & Responsibilities

1.1 General Description of the SyncBooks Service.

AMi provides a data transportation service to select accounting packages (such as Intuit’s QuickBooks® product) (generically, the “Accounting Product”) as a hosted solution (“SyncBooks Service” or “Service”). The SyncBooks Service collects YOUR payment transaction data from other third party services (such as point-of-sale software, payment gateway services and eCommerce shopping carts) and delivers that data to YOUR Accounting Product instance so that it can be used to populate YOUR accounting ledgers.

(Note: Intuit® and QuickBooks® are registered trademarks of Intuit, Inc. used under license.)

1.2 Support.

AMi will provide support to YOU for current versions of the Service through email (support@amiadvanced.com). AMi will investigate YOUR questions and problems promptly. YOU agree to provide adequate information and access to AMi in order to assist in the investigation and to confirm that any problems have been resolved. AMi does not provide guaranteed response time, but will make good faith effort to answer emails and voicemails within twenty-four (24) hours or less during weekdays, excluding holidays.

1.3 Exclusions and Limitations.

- A. YOU acknowledge that access to and use of the Service is dependent upon the availability and proper functioning of other third party products or services – including YOUR Accounting Product instance and point-of-sale software, payment gateway service or eCommerce shopping cart, for example. AMi has no control over those third party products or services. AMi disclaims responsibility and liability for any inability to access or use the Service, or degradation of the performance of the Service, to the extent caused by issues, problems, or malfunctions of, or inaccessibility to, those third party products or services. You are solely responsible for the configuration of your instances of these third party products or services.
- B. AMi has no ability to regulate the accuracy of data provided by YOU in YOUR use of the SyncBooks Service.
- C. AMi will have the right to terminate this Agreement upon reasonable written notice to YOU should, for any reason, the providers of YOUR Accounting Product materially modify or terminate AMi’s access to their products.
- D. AMi offers YOU access to the SyncBooks software (“AMi Programs”) through the Internet, which is not owned, operated, managed by or in any way affiliated with AMi. YOUR use of the Internet is solely at YOUR own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond AMi’s authority and control.

- E. All hosted systems will be owned or leased by AMi and will remain under the control of AMi during the Term of this Agreement.

1.4 YOUR Responsibilities.

- A. YOU will be responsible for providing, maintaining and ensuring compatibility with the Service, all hardware, software, and other physical requirements for YOUR use of the Service, including, without limitation, telecommunications and Internet access connections and links, web browsers of other equipment, programs and services required to access and use the Service.
- B. YOU will not access or use the SyncBooks Service in a way, intended or unintended, to avoid incurring fees or to exceed usage limits or that will cause, in AMi's sole discretion, inordinate burden on the SyncBooks Service or AMi's system resources or capacity.
- C. YOU bear all responsibility for the confidentiality or YOUR passwords. YOU will not share passwords or other access information or devices or otherwise authorize any third party, to access or use the SyncBooks Service. YOU will be solely responsible for all activities in connection with the Service that occur under YOUR username(s) and password(s).
- D. YOU will be solely responsible for the security, confidentiality and integrity of all messages and content that you transmit through the Service. You will be solely responsible for any authorized or unauthorized access to YOUR account by any person.
- E. YOU agree not to disseminate, store or transmit any viruses, Trojan horses or any other malicious code or programs.
- F. YOU agree not to export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions.
- G. YOU agree not to engage in any other activity deemed by AMi to be in conflict with the spirit or intent of this Agreement.
- H. YOU will obtain, at YOUR own expense, all rights necessary to use third party products and YOU acknowledge that AMi is not the licensor or sub-licensor of any third party products.

2. Rights Granted

2.1 Right to Use the Services.

AMi will provide the Service in accordance with the terms of this Agreement. For the duration of the Service term YOU will have the non-exclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for YOUR internal business operations and subject to the terms of this Agreement. The Services may not be resold to a third party. YOUR access to the Service will automatically terminate following such Trial Period, unless YOU pay all applicable fees in accordance with this Agreement.

2.2 No Software Delivery Obligation.

AMi has no software delivery obligation and will not ship copies of any of the AMi Programs used to provide the Services to YOU as part of the Services. Upon the end of the Service Subscription, YOUR right to access or use the AMi Programs specified in this Agreement and the Services will terminate.

3. Fees and Payment

Monthly Subscription. When YOU subscribe to the Service on a monthly subscription basis, YOU must pay the monthly fee in advance to access and use the Service. Fees are described in the applicable Service listing on the third party service from which YOU accessed the Service, or on AMi's website. YOU will be charged monthly, either by AMi directly or via the third party service from which you accessed the Service, and YOU will not be given access to the Service until YOU have paid the applicable fees. The first monthly fee will start to accrue as of the first day of Enrollment, unless the Trial Period is proposed by AMi in which case the monthly fee will start accrue on the first day following the end of that Trial Period. The fees do not include any taxes or duties of any kind, which may be imposed by any governmental entity

on the transactions contemplated by this Agreement, and YOU will be solely responsible for all such taxes, other than taxes based solely on AMi's income. All amounts are quoted in and must be paid in US dollars. AMi reserves the right to suspend YOUR access to and use of the Service if YOU fail to pay any undisputed amount owed on or before its due date.

4. Ownership and Restrictions

4.1 Reservation.

AMi or its licensors retain all ownership and intellectual property rights to the Services and the AMi Programs and know-how. AMi transfers no ownership or intellectual property interest or title to YOU. No licenses will be deemed to have been granted to the AMi Programs or AMi's intellectual property rights, except as stated in Section 4.2 of this Agreement. YOU retain all ownership and intellectual property rights in and to YOUR data, provided that AMi may compile statistical information related to the data and performance of the Services, and may make such information publicly available, so long as AMi does not disclose YOUR confidential information.

4.2 Feedback.

AMi welcomes YOUR feedback and suggestions about the Service. By transmitting any suggestions, information, material or other content (collectively "Feedback") to AMi, YOU represent that such Feedback does not infringe or violate the intellectual property of any third party and YOU grant AMi the right to use such Feedback, royalty free without additional approval or consideration.

4.3 Prohibitions.

No part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, except as expressly provided in this Agreement. YOU agree to make every reasonable effort to prevent unauthorized third parties from accessing the Service.

5. Disclaimer of Warranties

The AMi Programs comprise complex and extensive computer instructions and code. While AMi endeavors to provide reliable information and services, the Service is provided on an "as is" and "as available" basis, and may include errors, omissions or other inaccuracies. AMi makes no representations or warranties about the results that can be achieved from or the suitability, completeness, reliability or accuracy of the Services for any purpose and expressly disclaims all warranties, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, or non-infringement or any other implied warranty. AMi does not guarantee that the Services will be performed error-free or uninterrupted or that AMi will correct all Service errors. YOU acknowledge that AMi does not control the transfer of data over communications facilities, including the Internet, and that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities. AMi is not responsible for any delays, delivery failures or other damage resulting from such problems.

To the extent not prohibited by law, AMi disclaims any warranties of merchantability, fitness for any particular purpose and non-infringement relating to anything provided under this Agreement.

6. Limitation of Liability

In no event will AMi be liable for the following types of loss: loss of profits or revenue, loss of business or goodwill, or business interruption, or any indirect, special, or consequential damages arising out of this Agreement, whether based in contract, tort, or any other theory. In no event will AMi's aggregate liability for direct damages exceed or the actual fees paid by YOU to AMi under this Agreement during the six (6) month period prior to any incident under which or in relation to which the liability arises. Some states prohibit the exclusion or limitation of incidental or consequential damages, thus this limitation of liability may not apply to YOU. If you are dissatisfied with the Service, YOUR sole and exclusive remedy will be to discontinue use of the Service and terminate this Agreement in accordance with Section 8.

7. Indemnification

YOU agree to indemnify, defend and hold harmless AMi, its officers, directors, employees, shareholders and agents from and against all actions, claim, damage or liability, including reasonable costs and attorney's fees, asserted by any third party in connection with, or based upon YOUR use of the Service.

8. Term & Termination

This Agreement takes effect the moment YOU click "I ACCEPT" as set forth below and will continue until terminated. This Agreement will terminate automatically and you will not be granted access to the Service if YOU click "I REJECT."

If YOU subscribe to the Service on a monthly basis, the initial term of this Agreement will be the number of days remaining in the current month from the date of the subscription. Monthly subscriptions will automatically renew every month for additional successive one (1) month terms at the then-current list price, unless terminated by YOU or AMi as described below.

YOU or AMi may terminate this Agreement for any reason upon thirty (30) days' prior written notice. AMi also reserves the right at any time, for any reason, to (a) remove or disable access to all or any portion of the Service; (b) suspend YOUR access to or use of all or any portion of the Service; and (c) immediately terminate this Agreement if you have not complied with the terms of this Agreement. Upon termination of this Agreement for any reason, YOUR rights to use the Service will immediately terminate and YOU must immediately discontinue any use of the Service and destroy all copies of any aspect of the Service in YOUR possession. Termination will not relieve YOU of the obligation to pay any fees accrued or payable to AMi prior to the effective date of termination.

Pre-paid subscription fees are non-refundable if YOU terminate this Agreement for convenience or AMi terminates this Agreement because YOU failed to comply with its terms.

The provisions concerning AMi's proprietary rights, feedback, indemnity, disclaimers of warranty, limitations of liability and governing law will survive the termination of this Agreement for any reason.

9. Confidentiality

Each party agrees to safeguard the Confidential Information of the other party using the same measures it uses to protect its own confidential information, but in no event less than reasonable care. "Confidential Information" means information disclosed by either party to the other, whether orally, electronically or in writing, which is designated as confidential or would reasonably be considered to be confidential under the circumstances by a reasonable person.

AMi's "Confidential Information" will include, but not be limited to, documentation, technology and technical information, product designs and business processes. Each party agrees to use Confidential Information solely to perform obligations and exercise rights under this Agreement and not to disclose, or permit to be disclosed, either directly or indirectly, Confidential Information to any third party without the other's prior written consent.

Notwithstanding the foregoing, neither party bears responsibility for safeguarding information that is publicly available without breach of an obligation owed to the disclosing party hereunder, obtained from third parties not under confidentiality restrictions, independently developed or known to the recipient without breach of an obligation owed to the disclosing party, or required to be disclosed by order of court or other governmental entity. If either party breaches, or threatens to breach the provisions of this Section 9, each party agrees that the non-breaching party will have no adequate remedy at law and is therefore entitled to immediate injunctive and other equitable relief.

10. Governing Law

This Agreement, and any and all claims arising under this Agreement, will be governed by the laws of the state of Illinois, USA. YOU and AMi consent to the exclusive jurisdiction of the federal and state courts located in Chicago, Illinois. YOU also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. Any claim you might have against AMi must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

11. Privacy Policy

YOU understand, acknowledge and agree that the operation of the Service requires the submission, use and dissemination of personally identifiable information. Accordingly, YOU agree that YOUR use of the Service will constitute an acceptance of AMi's personal identifying information collection and use practices. Please see AMi's Privacy Policy for a summary of AMi's personal identifying information collection use and practices.

12. Miscellaneous

- A. This Terms of Service Agreement may be revised over time as AMi adds new features to its services or as we incorporate comments from our customers. We may amend this Agreement at any time by posting a revised version on our Website. Generally, the revised version will be effective at the time we post it.

- B. This Agreement is personal to YOU and YOU may not assign YOUR rights or obligations to any other person or entity without AMi's prior written consent. No joint venture, partnership, employment or agency relationship exists between YOU and AMi as a result of this Agreement or YOUR utilization of the Service. This Agreement, and the AMi Privacy Policy represent the entire agreement between YOU and AMi with respect to the Service and it supersedes all prior to contemporaneous communications and proposals between YOU and AMi with respect to the Service.

- C. BY ACTIVATING THE SYNCBOOKS SERVICE YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS AND REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND THAT YOU WILL AT ALL TIMES PROVIDE TRUE AND ACCURATE INFORMATION WHEN SUBMITTING INFORMATION UNDER THIS AGREEMENT.

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