

## Terms of Service

Welcome to SquarePlan, a property management platform, which uses artificial intelligence to automate communication and task management to improve the operations and maintenance of residential and commercial properties (the “**SquarePlan Platform**”).

The SquarePlan Platform is owned and operated by TheSquarePlan, Inc., a Delaware corporation (the “**SquarePlan Company**”, “**we**”, “**us**” and “**our**”).

Please carefully read the following Terms of Service (the “**Terms**”). By using, accessing or registering for the SquarePlan Platform, the customer (“**Customer**”) agrees to be bound by these Terms. If the Customer does not agree to the Terms, the Customer may not access or use the SquarePlan Platform in any way.

### 1. About the SquarePlan Platform

The SquarePlan Platform offers various property management tools for property owners and managers who lease their properties (each, a “**Property**”), to either commercial or residential tenants (each, a “**Tenant**”).

Using the SquarePlan Platform, the Customer can manage interactions with its Tenants and the Property Manager / Owner / Developer and some external providers previously integrated by them.

Upon registration, each Customer will have an “**Account**” on the SquarePlan Platform through which it will manage its Properties. Each Account is first and foremost accessible by the Account’s “**Admin**” and the Admin is given access to tools for managing the Account itself. For instance, the Admin can set up “**User**” accounts, which the Admin can assign to his or her team members so that they can manage the Properties using SquarePlan Platform’s Property management tools.

The Customer may also opt to use any of our additional add-on services, such as consulting services, and other services that may be offered to the Customer in addition to the SquarePlan Platform (our “**Add-On Services**”), which may be subject to additional terms and conditions.

### 2. Important Disclaimers

The SquarePlan Platform does not manage the Properties, the Customer does. We and our staff do not ordinarily visit the Properties and we do not engage directly with the Tenants. The SquarePlan Platform merely facilitates communication between the Customer and the Tenant. In light of this, the following non-exhaustive list of disclaimers apply, in addition to any other express or implied disclaimers –

#### Properties and Tenants

- We are not responsible for the Properties, their condition, quality, suitability and safety for Tenants, the legality of leasing them to Tenants, the maintenance of Properties or the provision or replenishment of supplies in Properties. This is the sole responsibility of the Customer. We are also not responsible for thefts, break-ins or vandalism at or to the Properties, or any other conduct or misconduct taking place on the Properties.

- We are not responsible for the Customer's policies regarding Tenants' use of the Property, and the legality of the policies that the Customer establishes. This is the sole responsibility of the Customer.
- We are not responsible for the Customer's insurance coverage such as for damage to Properties and Tenant injuries.
- We are not responsible for the Customer's lease termination, security deposit returns, and refund policy for Tenants or prospective Tenants. This is the sole responsibility of the Customer.
- We are also not responsible for the actions of the Customer's Tenants or prospective Tenants, be it with respect to the conduct they engage in in the Properties, their failure to pay or settle amounts due, the reviews they (or anyone else) post, their communication with the Customer directly or through the App, or any other aspect of their dealing with the Customer.
- We are not responsible for any injuries that Tenants or other third parties sustain on the Properties.
- We are not a party to any engagements, transactions or dealings between the Customer and its Tenants.

#### SquarePlan's role

- We are not a real estate agent or broker and we are not property managers or maintenance and service providers.
- We do not guarantee the resolution of any maintenance or service request and we do not guarantee any expected business outcomes or earnings from using the SquarePlan Platform.
- SquarePlan does its best to have backups and provide uptime of the SquarePlan Platform 24/7. The availability, quality and functionality of the SquarePlan Platform and Add-on Services depend on various factors, including software, hardware, communication networks, which are provided by third parties. These factors are not fault-free. We do not guarantee that the SquarePlan Platform or Add-on Services will operate without disruption, errors or interruptions, or that they will be accessible, or available at all times or immune from errors or glitches. We will not be held liable to the Customer for such eventualities.
- We are not responsible for the conduct and actions that the Admin or Users engage in on the Account. The Customer is responsible for these actions including changes, deletion and adding costly features.
- We are not responsible for any loss of revenue regarding the Properties as a result of the SquarePlan Platform or for any other reason.

#### Information, content and data

- We are not responsible for any inaccurate, incorrect, or misleading information that the Customer, the Admin or Users provide to Tenants or prospective Tenants or information that the Tenants or prospective Tenants provide to Customer. We are also not responsible for any such information that the SquarePlan Platform provides to Tenants or prospective Tenants on the basis of information or data that originates from the Customer, Admin or Users, or Third Party Service Providers.
- We are not responsible for any content that the Customer provides, publishes, transmits, displays or otherwise communicates through the SquarePlan Platform and for the consequences associated with doing so.
- Although we use advanced methods to store, backup and maintain the Customer's Account data we do so as a courtesy to the Customer and the Customer remains exclusively responsible for maintaining backups to its data.

#### Third parties' Services

- We are not responsible for Third Party Service Providers. We do not screen, endorse or recommend Third Party Service Providers and cannot confirm their professional qualifications, skills, licenses or permits needed for their line of work, or that they are properly covered by insurance.
- Our payment process service for rent payments by Tenants is provided by a third party, and it is offered to the Customer on an “as-is” and “as-available” basis. We are not responsible for any error or malfunction in such payment process service. Customer and Tenants are exclusively responsible for all applicable tax filings and withholdings in connection with the collection of fees and rents made through such payment process service. We may deduct or withhold any amounts collected through the payment process service, to the extent we determine it to be necessary.
- Any and all communications, transactions payments and engagements with Third Party Service Providers, are exclusively between the Customer and the relevant Third Party Service Provider, not us. We are not liable for the foregoing matters and the consequences resulting from them.

#### Regulation and taxes

- We are not responsible for the Customer’s compliance, or non-compliance, with regulatory requirements regarding the Properties, renting them out, or accommodating Tenants This is the sole responsibility of the Customer.
- Our fees do not include VAT or sales tax, or any other tax which may be applicable. If these taxes apply, Customer will be charged accordingly and Customer consents to those charges.
- The Customer is solely responsible for completing and filing all tax forms, declarations and submissions to the tax authorities as required by the tax laws applicable to the Customer and for paying all applicable taxes in connection with the Customer’s Properties and the income the Customer generates from them.

### 3. Registration and Creation of a SquarePlan Account

#### **Applying to register**

In order to use the SquarePlan Platform the Customer must apply for registration. The Customer must provide true, accurate, current and complete information in the course of the Customer’s application to register to the SquarePlan Platform, and the Customer is fully accountable for any outcome that may result from the Customer’s failure to do so.

As we process the Customer’s application, and thereafter, following the Customer’s admission to the SquarePlan Platform (if admitted), we may request additional information, documentation and materials from the Customer, as we, in our discretion, deem necessary.

Once we complete processing, evaluating and considering the Customer’s application, we will determine, in our discretion, whether to accept or decline the Customer’s application to register to the SquarePlan Platform. We are not obligated to admit the Customer to the SquarePlan Platform. The Customer will have no claim or demand against SquarePlan in connection with any decision we may or may not make regarding the Customer’s application or admission. Our decision is final and non-contestable. If we decline the Customer’s application to register to the SquarePlan Platform, these Terms will immediately terminate.

If we believe that the registration information that the Customer provided is false or not correct, current or complete, or if we believe that the Customer has violated these Terms, we reserve the right to suspend or terminate the Customer’s application to register to the SquarePlan Platform. However, we have no obligation to verify the accuracy, correctness, or



completeness of any information that the Customer or others have provided nor are we liable for losses or any damage resulting therefrom. The Customer may not hold payments that SquarePlan is entitled to due to such action by SquarePlan

### **Once registered**

If we admit the Customer to the SquarePlan Platform, the Customer must, as a first step, create an Admin user. The Admin User can then create and assign multiple Users to his or her team members so that they can manage the Properties using SquarePlan Platform's Property management tools. Each User can have multiple and different types of Account permissions that the Admin is responsible for assigning. Note, however that we are not liable for errors or mistakes made with respect to such permissions.

The Customer must ensure that whomever the Customer designates to use the SquarePlan Platform as an Admin or A User, fully comply with these Terms. The Customer is liable for all acts or omissions of the Admin and all other Users in connection with the SquarePlan Platform.

Admin access the SquarePlan Platform using their Account username and password. The Customer must make sure that the Admin and Users changes their passwords periodically. They must maintain the confidentiality of their account login details.

Tenant users access the SquarePlan Platform using their phone number to text and/or call the phone number that we assigned to a certain property or portfolio.

## **4. Fees**

Use of the SquarePlan Platform and the Add-On Services is subject to the subscription and service fees at the rates, packages, schemes, amounts, and payment cycles separately provided to the Customer (the "**Fees**").

We may, from time to time, change the applicable Fees, provided, however, that we will provide Customer with advance notice prior to making any changes to the Fees. All Fees are quoted and shall be paid in US Dollars.

Sales tax and other taxes may apply to the Fees, in which case they will be added to the amount due and charged. We will issue and provide the Customer online receipts for the applicable Fees we charge.

The Customer must pay the Fees using one of the payment methods we support, such as credit card. By providing the Customer's payment information, the Customer give its consent to being billed for the applicable Fees, in addition to any applicable surcharges that may apply under the Customer's agreement with its payment method provider. The Customer must keep the billing information that it provided to SquarePlan current, complete, and accurate, and notify SquarePlan promptly in case of any change in the billing information.

Except if and as expressly agreed otherwise, the Customer is not entitled to any refunds or reimbursements in connection with its use of the SquarePlan Platform, receipt of the Add-On Services or the applicable Fees. The Customer will not be entitled to a refund for partial use of the SquarePlan Platform, unused portion of the SquarePlan Platform, unused features of the SquarePlan Platform, or for any time period during which the Customer did not actually use or take advantage of the SquarePlan Platform.

Customer may not set off or deduct amounts from Fees due to SquarePlan.

Fees that we are unable to charge through the payment method the Customer provided, as well as payable Fees for which the Customer has not provided a payment method, are deemed

overdue. Failure to settle any overdue Fees within seven (7) calendar days of their original due date constitutes a breach of these Terms, entitling SquarePlan to suspend the Customer's Account. Failure to settle any overdue Fees within thirty (30) calendar days of their original due date constitutes a material breach of these Terms.

Without derogating from any other rights and remedies available to SquarePlan under applicable law, overdue Fees may accrue interest at the rate of one percent (1%) per month or part thereof, cumulative monthly on the linked capital from the due date until the date of actual payment. The Customer will reimburse SquarePlan for all legal costs, chargebacks, credit card commissions, and attorney fees incurred in the course of collecting overdue or disputed Fees. Customer shall not file a credit card charge dispute on amounts charged by SquarePlan, and shall instead raise all such disputes directly with SquarePlan.

## 5. Technical Support

We will provide the Customer technical support for questions, problems and inquiries regarding the SquarePlan Platform during our normal business days and hours, and pursuant to the support scheme, hours and channels separately conveyed to the Customer.

We will make all reasonable efforts to respond to the Customer's technical questions, problems and inquiries quickly. However, we –

- May decline to provide such support for matters that we deem, at our sole discretion, to require unreasonable time, effort, costs or expenses or which are outside of the scope of our support obligations to Customer;
- Make no warranties to any specific response-time or to the successful or satisfactory resolution of the question, problem or inquiry.

Note that we may also refer the Customer to the SquarePlan Platform's self-help pages which provide explanatory sections about various aspects of the SquarePlan Platform.

## 6. Privacy

We respect the Customer's privacy. Our [Privacy Policy](#) (the "**Policy**"), which is incorporated to these Terms by reference, explains the privacy practices on the SquarePlan Platform.

## 7. Changes; Temporary Suspension

We will make all reasonable efforts to notify the Customer ahead of time on the following issues, but cannot guarantee that we will do so. We may, at any time and without prior notice, change the layout, design, scope, features or availability of the SquarePlan Platform and Add-On Services. Such changes, by their nature, may cause inconvenience or even malfunctions. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT WE DO NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO, OR IN CONNECTION WITH THE INTRODUCTION OF SUCH CHANGES OR FROM ANY MALFUNCTIONS OR FAILURES THAT MAY RESULT THEREFROM.

We may suspend the operation of the SquarePlan Platform or any Add-On Service, in whole, or in part, for all users, or for certain users, for periodic maintenance or similar purposes.

## 8. Acceptable Use

We may, from time to time, issue and notify the Customer of guidelines, rules and instructions addressing, among other things, technical, business, marketing and operational matters concerning the SquarePlan Platform and its use. The Customer shall follow these guidelines and instructions.

When using the SquarePlan Platform, the Customer must refrain from –

- Breaching these Terms or any other applicable rules and instructions that we may convey with respect to the use of the SquarePlan Platform;
- Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, including laws governing privacy, defamation, spam and copyright;
- Interfering with, burdening or disrupting the functionality of the SquarePlan Platform;
- Breaching the security of the SquarePlan Platform or identifying any security vulnerabilities in it;
- Circumventing or manipulating the operation or functionality of the SquarePlan Platform, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the SquarePlan Platform;
- Using or launching any automated system, including robots, crawlers and similar applications to collect and compile content from the SquarePlan Platform;
- Displaying the SquarePlan Platform or any part thereof in an exposed or concealed frame, or linking to elements or portions of the SquarePlan Platform, independently from the manner on which they originally appear or are made available through the SquarePlan Platform;
- Impersonating any person or entity, or making any false statement pertaining to the Customer's identity, medical condition, agency or affiliation with any person or entity;
- Collecting, harvesting, obtaining or processing personal information of or about other users of the SquarePlan Platform.

Without derogating from any of the above the Customer may not post or submit any information, or use the SquarePlan Platform in conjunction with any materials, that:

- May infringe or violate the rights of others, including a person's right to privacy;
- May depict or identify minors, their personal details, their address or ways to contact them;
- May include software viruses, spyware or any other malicious applications;
- May, through posting, publication, dissemination, or making available to the public, be prohibited by any applicable law, including court orders;
- May be threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable;
- May include unsolicited commercial communications ('spam'), chain letters, or pyramid schemes.



If the Customer finds any content on the SquarePlan Platform that violates these Terms, please contact SquarePlan at: hi@TheSquarePlan.com. We will review every request and take action as necessary.

The Customer may not access or use the SquarePlan Platform in order to develop or create a similar or competitive service.

WE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE SQUAREPLAN PLATFORM. WE MAY SUSPEND THE CUSTOMER'S ACCOUNT, OR BLOCK THE CUSTOMER'S ACCESS TO AND USE OF THE SQUAREPLAN PLATFORM, WITHOUT PRIOR NOTICE, IF WE, IN OUR SOLE DISCRETION, BELIEVE THAT THE CUSTOMER HAVE MISUSED THE SQUAREPLAN PLATFORM.

## 9. Intellectual Property

The SquarePlan Platform is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SquarePlan Platform is made available for use and access as a software as a service through a subscription, and is not sold.

All rights, title and interest in and to the SquarePlan Platform, including without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights and any goodwill associated therewith (but excluding any content the Customer submit to the SquarePlan Platform and any content imported from third party sources), are the exclusive property of the Company and its licensors. This includes the Website and App's design, graphics, computer code, domain name and "look and feel".

The Customer may not, either by itself or by a third party on the Customer's behalf, copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the SquarePlan Platform or any part thereof, in any way or by any means.

The Customer may not use any name, mark, logo or domain name that is similar to our marks, logos and Internet domain names. The Customer must refrain from any action or omission that may dilute, or damage our goodwill.

## 10. Application Marketplace

The Customer may be able to access and use the SquarePlan Platform through our designated mobile smartphone application (the "**App**").

The Customer's use of the App may be subject to additional third party terms and conditions that govern that application marketplace from which the Customer downloaded the App, such as Google Play or Amazon Appstore for Android. Those other third parties may be beneficiaries of these Terms, pursuant to those marketplace's terms. Such other third parties are not responsible for providing maintenance and support services with respect to the App.

The following terms apply if the Customer downloaded an App from Apple's App Store. The Customer and SquarePlan agree and acknowledge as follows:

These Terms are concluded between itself and us, and not with Apple Inc. ("**Apple**"). Apple is not responsible for the App. In the event of a conflict between these Terms and the App Store



Terms of Service then the App Store Terms of Service will prevail, solely with respect to the conflicting provisions.

The license granted to the Customer for the App is limited to a non-transferrable license to use the App on any iOS Products that the Customer own or control, and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such App may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.

The Customer acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

In the event of a failure to conform to any applicable warranty (if any warranty is applicable), the Customer may notify Apple, and Apple will refund the purchase price for the App to the Customer (if the Customer paid any). To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, will not be at Apple's responsibility.

Apple is not responsible for addressing any claims by the Customer or any third party relating to the App or the Customer's possession and/or use of the App, including (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

The Customer acknowledge that in the event of any third party claim that the App or the Customer's possession and use of the App infringes that third party's IP Rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such infringement claim.

The Customer must comply with applicable third party terms of agreement when using the App (e.g. the Customer must not be in violation of the Customer's wireless data services agreement when the Customer use the App).

Apple and Apple's subsidiaries are third party beneficiaries of these Terms. Upon The Customer's acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against the Customer as a third party beneficiary thereof. The Customer represent and warrant that (i) the Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) The Customer is not listed on any U.S. Government list of prohibited or restricted parties.

## 11. Termination

### **By the Customer**

The Customer may request to terminate these Terms and the Customer's Account by having the Admin send an email requesting termination to our Support email address Support@TheSquarePlan.com. Termination will enter into effect once we complete processing the Customer's request. Termination will not relieve the Customer from remitting all payments due and will not entitle the Customer to any refund

### **By the Company**

In addition to any remedies that may be available to SquarePlan under any applicable law, we may temporarily or permanently deny, limit, suspend, or terminate the Customer's Account, prohibit the Customer from accessing the SquarePlan Platform, and take technical and legal measures to keep the Customer off the SquarePlan Platform, if we, in our reasonable discretion, determine that –

- The Customer abused the Customer's rights to use the SquarePlan Platform; or,
- The Customer materially breached these Terms; or,
- The Customer performed any act or omission which is harmful or likely to be harmful to the Company, or any other third party, including other users of the SquarePlan Platform.

In addition to the above, we may also terminate these Terms and the Customer's Account on the SquarePlan Platform, upon advance notice of 14 days to the Customer (which we may provide by an email message to the Customer's email address we have on file).

We will not be liable to the Customer for terminating the Customer's Account or access to the SquarePlan Platform in accordance with the provisions of these Terms.

## Generally

Upon termination of the Customer's account -

- The Customer must immediately settle all due Fees incurred up through the effective date of termination. The Customer will fully pay all applicable Fees.
- We may permanently delete the Customer's Account on the SquarePlan Platform, including all information and data it contains. Subject to the Customer's payment of all due Fees incurred up through the effective date of termination, we will export and make available to the Customer a copy of the information and data that the Customer's Account contains, as of the effective date of termination.

Provisions in these Terms that by their nature are intended to survive termination of these Terms, will so survive, including the following sections: Important disclaimers, Fees, Privacy, Intellectual property, Termination, Disclaimer of Warranty, Limitation of liability, Indemnification, Governing law and dispute resolution, and General.

## 12. Amendments to the Terms

We may amend these Terms, in whole, or in part, at any time, by obtaining the Customer's consent to the revised Terms.

If the Customer does not consent to the amended Terms, we may terminate these Terms and the Customer's Account and block the Customer's access to, and use of, the SquarePlan Platform, upon the elapse of 14 days after the Customer declines to accept the revised Terms.

In case of legal requirement or necessity, we may also introduce immediate changes to these Terms. The latest version of the Terms and its effective date will always be accessible on the Service.

Be advised, however, that issuance of guidelines, rules and instructions regarding the SquarePlan Platform (as set out in the section titled "Acceptable use" above), as well as changes to the applicable Fees (as set out in the section titled "Fees" above), are not subject to

the rules on revisions to the Terms which are described in this section. Changes on these matters will be made with notice to you, and your continued use of the SquarePlan Platform following such changes constitutes your acceptance of those changes.

### 13. DISCLAIMER OF WARRANTY

THE SQUAREPLAN PLATFORM AND ADD-ON SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WE AND OUR EMPLOYEES, DIRECTORS, SUBCONTRACTORS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, “PERSONNEL”) DISCLAIM ALL REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SQUAREPLAN PLATFORM AND ADD-ON SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SQUAREPLAN PLATFORM AND ADD-ON SERVICES, WHETHER OR NOT MADE BY ANY OF OUR PERSONNEL, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY THE PERSONNEL FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OUR PERSONNEL WHATSOEVER.

THE DISCLAIMERS SET OUT UNDER THE SECTION TITLED “IMPORTANT DISCLAIMERS” ABOVE ARE INCORPORATED BY REFERENCE INTO THIS SECTION AS WELL.

### 14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR PERSONNEL SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, AND ANY INTANGIBLE OR ECONOMIC LOSS, WHETHER BASED ON TORT, NEGLIGENCE, OR ANY OTHER THEORY OF LIABILITY, WHERE SUCH ARISES FROM OR IN CONNECTION WITH: (A) THE SQUAREPLAN PLATFORM AND ADD-ON SERVICES, (B) THE USE OF OR THE INABILITY TO USE THE SQUAREPLAN PLATFORM AND ADD-ON SERVICES, (C) THE CUSTOMER’S ACCOUNT, (D) THIRD PARTY SERVICE PROVIDERS (E) TENANTS’ CONDUCT OR MISCONDUCT, (F) USERS’ USE OF THE SQUAREPLAN PLATFORM AND ADD-ON SERVICES, (G) THE CUSTOMER’S RELIANCE UPON OR THE EXPECTED OUTCOME OR BENEFITS FROM THE SQUAREPLAN PLATFORM AND ADD-ON SERVICES, (H) ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SQUAREPLAN PLATFORM AND ADD-ON SERVICES, (I) ANY FAULT, OR ERROR MADE BY OUR PERSONNEL, (J) DENIAL OR CANCELLATION OF THE CUSTOMER’S ACCOUNT, (K) OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF DATA ON THE SQUAREPLAN PLATFORM AND ADD-ON SERVICES.

IN ADDITION, WE AND OUR PERSONNEL SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY DAMAGE ARISING FROM EVENTUALITIES DISCLAIMED UNDER THE SECTION TITLED “IMPORTANT DISCLAIMERS” ABOVE.



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO THE CUSTOMER FOR ANY DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNTS THE CUSTOMER PAID SQUAREPLAN (IF ANY) IN THE THREE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE DAMAGE. THIS AMOUNT LIMITATION SHALL NOT APPLY IN THE EVENT OF DIRECT DAMAGE CAUSED BY OUR WILLFUL MISCONDUCT.

## 15. Indemnification

To the maximum extent permitted by law, the Customer will indemnify, defend and hold harmless, SquarePlan and our Personnel, at the Customer's own expense and immediately after receiving a written notice thereof, from and against any damages, losses, costs and expenses, including attorney's fees and legal expenses, resulting from any claim, allegation or demand, arising from, or in connection with the Customer's use of the SquarePlan Platform or Add-On Services, the Customer's breach of the Terms, the Customer's violation or infringement of any other person's rights, the Customer's communications through the SquarePlan Platform or Add-on Services, or the eventualities disclaimed in the section titled "Important disclaimers" above.

## 16. Governing Law and Dispute Resolution

Regardless of the Customer's place of residence or where the Customer accesses or uses the SquarePlan Platform or Add-on Services from, these Terms and the Customer's use of the SquarePlan Platform or add-on Services will be governed by and construed solely in accordance with the laws of the State of New York, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the State of New York.

Any and all disputes, claims or controversies between the Customer or the Customer's Users and the Company regarding these Terms or the use of the SquarePlan Platform or Add-On Services, which are not amicably resolved, shall be settled through binding arbitration (rather than in court) by telephone, online or based solely upon written submissions without in-person appearance, administered by the American Arbitration Association (AAA), under its Commercial Arbitration Rules (which are available

at [www.adr.org](http://www.adr.org)). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. However, the Customer may lodge claims in small claims court if the Customer's claim qualifies.

The Federal Arbitration Act and federal arbitration law apply to these Terms.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms as a court would.

Payment of filing, administration and arbitrator fees will be governed by the AAA's Commercial Arbitration Rules. These fees will be shared equally by the Customer and us, unless the arbitrator: (i) determines that the claims are frivolous, in which case the claimant shall bear all such fees arising from the frivolous claim; or (ii) determines that the fees should be allocated differently.



The Customer and the Company hereby acknowledge, agree and covenant that any such dispute shall only be adjudicated on an individual basis, and not in class, consolidated or representative proceedings. Should a dispute be adjudicated in court, rather than arbitration, for any reason whatsoever, the Customer and the Company each expressly and knowingly waive any right to a jury trial.

Notwithstanding anything to the contrary in this section, the Company may lodge a claim against the Customer: (a) pursuant to the indemnification clause above, in any court adjudicating a third party claim against us; and (b) in connection with the infringement (or alleged infringement) of any Company intellectual property right, in any court of competent jurisdiction having personal jurisdiction over the Customer.

## 17. General

Whenever used in this Agreement, the term "Including" or "Such as", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

This Agreement constitutes the entire agreement between the Customer and SquarePlan concerning the subject matter herein, and supersedes all prior and contemporaneous negotiations and oral representations, agreements and statements.

This Agreement may only be modified by written amendment duly executed by us. No waiver, concession, extension, representation, alteration, addition or derogation from the Agreement by us, or pursuant to the Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative.

Failure on our part to demand performance of any provision in the Agreement shall not constitute a waiver of any of our rights under the Terms.

The Customer may not assign, delegate or transfer the Customer's rights and obligations under the Agreement without our prior written consent. Any attempted or actual assignment by the Customer, without our prior consent, shall be null and void. We may assign and delegate these Terms in their entirety, including all right, duties, liabilities and obligations therein, upon notice to the Customer, to a third-party, upon a merger, acquisition, change of control or the sale of all or substantially all of its equity or assets relating to the Agreement. By virtue of such assignment and delegation, the assignee assumes our stead, including all right, duties, liabilities and obligations and we are irrevocably released from the same.

If any provision of the Agreement is held to be illegal, invalid, or unenforceable by a competent court or arbitration tribunal, then the provision shall be performed and enforced to the maximum extent permissible by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of the Agreement shall continue to remain in full force and effect.

## Contact Us

The Customer may contact SquarePlan with any questions or comments, at: [hi@TheSquarePlan.com](mailto:hi@TheSquarePlan.com)

