

### Terms of Use

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- a. "Application" means the SimplePort application as hosted by Simple Business Systems, Inc. or its distributors, resellers, OEM/MSP partners, or other business partners (collectively "Authorized Partner(s)"), including but not limited to (i) related explanatory materials in printed, electronic, or online form ("Documentation"); and (b) upgrades, modified or subsequent versions and updates (collectively "Updates").
- b. "Use" or "Using" means to access, use or otherwise benefit from using the Application.
- c. "Computer" means a device that accepts information in digital or similar form and manipulates it for a specific result based upon a sequence of instructions.
- d. "Owner" means Simple Business Systems, Inc., a California corporation, with offices located at One Victor Square, Suite 1603, Scotts Valley, CA 95066-3575.

#### 2. License Grant.

Subject to the payment of the applicable license fees, and subject to the terms and conditions of this Agreement, Simple Business Systems, Inc. hereby grants to you a non-exclusive, non-transferable license to use the Application subject to any restrictions or usage terms specified in the Terms of Use.

#### 3. Term.

Unless earlier terminated as set forth herein, this Agreement is effective for the term of the subscription. If you have agreed to permit Simple Business Systems to automatically renew your subscription to the Application by charging a valid credit card number, or by use of the PayPal recurring payment option as either a subscription or recurring payment, which you have provided to Simple Business Systems, your subscription will be automatically renewed thirty (30) days prior to the expiration of the term and each anniversary thereafter for a fee no greater than SimplePort's then-current price, excluding promotional and discount pricing. You must provide current, complete, and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify Simple Business Systems if your credit card is cancelled (for example, for loss or theft). Changes to such information can be made at our website. If you fail to provide Simple Business Systems any of the foregoing information, you agree that Simple Business Systems may continue charging you for any subscription automatically renewed unless you inform Simple Business Systems' customer support department not to renew your subscription to the Application at least thirty (30) days prior to the expiration of your subscription to the Application and informing them of your desire not to have such subscription automatically renewed. This Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein.

#### 4. Updates.

This license is limited to the version of the Application delivered by Simple Business Systems and from time to time may include updates which shall be governed by the terms of this license.

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### 7. Warranty and Disclaimer.

- a. Limited Warranty. Simple Business Systems warrants (manufacturer warranty) that the Application will substantially function as described.
- b. Customer Remedies. Simple Business Systems and its suppliers' entire liability and your exclusive remedy for any breach of the foregoing warranty shall be Simple Business Systems return of the purchase price paid for the license, if any.
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### 8. Limitation of Liability.

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### 9. Governing Law.

This Agreement will be governed by and construed in accordance with the substantive laws in force in the State of California. This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the United Nations



Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If you are an individual consumer, this shall not affect any mandatory right you may have to take action in your country of residence and under the laws of that country.

**10. Privacy.**

By entering into this Agreement, you agree that Simple Business Systems may collect, retain and use your personal information, including your name, address, e-mail address, and payment details. Your personal information will be used primarily to provide services and product functionality to you. Simple Business Systems may also use your personal information for additional communication with you, subject to your decision not to accept such communication from Simple Business Systems and subject to applicable laws. Simple Business Systems engages other companies and individuals ("subcontractors") to perform functions on its behalf, such as payment processing, order fulfillment, marketing programs and customer service. Simple Business Systems may share your information with such subcontractors in order to perform these and other functions, but such subcontractors may not use your personal information for other purposes, unless you agree. By entering into this Agreement, you agree to the transfer of your personal information to Simple Business Systems' offices in the United States, for the purposes stated above. For more detailed information on the collection, use and transfer of your personal information, and for information on how to opt out of or unsubscribe from the communications described above, please contact us on our website.

**11. Miscellaneous.**

This Agreement sets forth all rights for the user of the Application and is the entire agreement between the parties. This Agreement supersedes any other communications, representations or advertising relating to the Application and Documentation. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Simple Business Systems. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by Simple Business Systems. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

