

Terms and Conditions

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SBA reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the Services or any portion thereof with or without notice. You agree that SBA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services or any portion thereof.

If you do not agree with these Terms and Conditions, please do not use the Services. BY CONTINUING TO USE THE SERVICES, YOU ARE INDICATING YOUR AGREEMENT TO THESE TERMS AND CONDITIONS AND ALL REVISIONS THEREOF. BY USING THE SERVICES, YOU AGREE, REPRESENT AND WARRANT THAT YOU HAVE CONSENTED TO AND AGREED TO THESE TERMS AND CONDITIONS.

Account. If you choose to register for a SBA account, you must complete the registration form. You agree (a) to provide true, accurate, current and complete information about yourself as prompted by the registration form (“User Data”), and (b) to maintain and promptly update the User Data to keep it accurate and current. You agree that SBA may use your User Data to provide the Services. If you provide any information that is inaccurate or not current, or SBA has reasonable grounds to suspect that such information is inaccurate or not current, SBA has the right to suspend or terminate your account and refuse all current or future use of the Services. In consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of any applicable jurisdiction.

You are solely responsible for maintaining the confidentiality of your password and account and for all statements made and acts or omissions that occur using your password and account. Therefore, you must take steps to ensure that others do not gain access to your password and account. You may not transfer or share your account with anyone, and SBA reserves the right to immediately terminate your account if you do transfer or share your account. We endeavor to use reasonable security measures to protect against unauthorized access to your account. We cannot, however, guarantee absolute security of your account, your Content (defined below) or the business or personal information you provide, and we cannot promise that our security measures will prevent third-party “hackers” from illegally accessing the Server or App or the contents of either. You agree to immediately notify SBA of any unauthorized use of your account or

password, or any other breach of security, and to accept all risks of unauthorized access to the User Data and any other information you provide to SBA.

Updates. As indicated above, SBA may elect to update the App at any time. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the App. You agree that SBA may automatically deliver such updates to you as part of the Services and you shall receive and install them as required.

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No Infringing Material. You hereby represent and warrant that you will not provide, deliver, submit or upload to SBA, using the Server, App or otherwise, any information, data, text, document, software, file, image, photograph, graphic, video, message, sound, tag or other material or content ("Content") that infringes on the intellectual property rights of a third party ("Infringing Material"). All Content that you provide, deliver, submit or upload to SBA must be your original works, public domain works, or you shall have obtained a license to use such works. You affirm, represent and warrant that you own or have the necessary licenses, rights, consents and permissions to publish Content you provide, deliver, submit or upload to SBA and for SBA to display your Content via the Services; and you license to SBA all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication via the Services pursuant to these Terms and Conditions.

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Disruption of Services. You acknowledge and agree that from time to time the Services may be inaccessible or inoperable due to equipment malfunctions, periodic maintenance procedures, repairs or upgrades which SBA may undertake from time to time, service malfunctions and causes beyond the reasonable control of SBA or which are not reasonably foreseeable by SBA, including, without limitation, interruption or failure of telecommunication or digital transmission links, including delays or failures due to your hardware, Internet service provider, hostile network attacks, network congestion or other failures.

Feedback. We welcome your comments, feedback, suggestions and other communications regarding the Services (collectively, "Feedback"). While you are not obligated to provide Feedback, in the event that you do provide Feedback, you hereby grant to SBA a worldwide, non-exclusive, transferrable, assignable, sub-licensable, perpetual, irrevocable, royalty-free license to copy, distribute, create derivative works from, publicly display and perform and otherwise exploit such Feedback and to use, make, have made, sell, offer for sale, import and export products and services based on such Feedback. For this reason, we ask that you not send SBA any Feedback that you do not wish to license to us as set forth above.

Privacy. Use of the App allows SBA to gather information from and about you. This information is subject to the SBA Privacy Policy (<https://perpetualinvoice.com/Areas/Help/Views/privacyagree.pdf>) (the "Privacy Policy"), which is incorporated herein by this reference.

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Limitation of Liability. YOU EXPRESSLY AGREE TO RELEASE SBA, ITS SUBSIDIARIES, AFFILIATES, MEMBERS, MANAGERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY CONNECTED WITH YOUR USE OF THE SERVICES, AND PROMISE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DAMAGES OR LOSSES ASSOCIATED WITH YOUR USE OF THE SERVICES. YOU ALSO AGREE THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION OR LOST INFORMATION) OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (a) THE USE, DISCLOSURE, DISPLAY OR MAINTENANCE OF YOUR PERSONAL INFORMATION OR BUSINESS INFORMATION, (b) YOUR USE OR MISUSE OF, OR INABILITY TO USE, THE SERVICES, (c) YOUR USE OR MISUSE OF PROGRAMS CREATED, LICENSED OR PROVIDED BY SBA, (d) THE SERVICES GENERALLY, INCLUDING THE SYSTEMS THAT MAKE THE SERVICES AVAILABLE, (e) ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR CONTENT OBTAINED THROUGH THE SERVICES (f) ANY OTHER INTERACTIONS WITH SBA, ANY SPONSOR, ANY OTHER USER OF THE SERVICES, THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES, WHETHER

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IN ANY EVENT, THE MAXIMUM AGGREGATE LIABILITY OF SBA AND ITS AFFILIATES FOR ANY AND ALL DAMAGES ARISING FROM YOUR USE OF THE SERVICES, SHALL BE A REFUND OF THE AMOUNT PAID BY YOU TO SBA DURING THE 3 MONTHS IMMEDIATELY PRECEDING THE DATE OF YOUR CLAIM, IF ANY, OR \$1,000, WHICHEVER IS GREATER.

YOU FURTHER AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS AND CONDITIONS AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY IN THEIR ENTIRETY TO YOU. HOWEVER, YOU AGREE THAT SBA'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Indemnity. You agree to defend, indemnify and hold harmless SBA, its subsidiaries, affiliates, employees, officers, agents, representatives, managers, members and successors and assigns from any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs or expenses, including without limitation reasonable attorneys' fees, arising from or as a result of (a) your, your employee's, or your agent's or a third party's use of or contribution to the Services, or (b) any violation of law, these Terms and Conditions or the rights of another person by you, your employees or agents. SBA reserves the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to provide indemnification hereunder. You will cooperate with SBA with respect to such defense and settlement. This obligation shall survive the termination or expiration of these Terms and Conditions and/or your use of the Services.

Changes. SBA reserves the right, at its sole discretion, to modify or replace any part of these Terms and Conditions. It is your responsibility to check these Terms and Conditions periodically for changes. Your continued use of or access to the Services following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes. SBA may also, in the future, offer new services and/or features through the Services (including, the release of software updates and resources). Such new features and/or services shall be subject to the terms and conditions of these Terms and Conditions.

General Provisions.

Entire Agreement. These Terms and Conditions, including the Privacy Policy incorporated herein, constitute the entire agreement between you and SBA with respect to the subject matter hereof and replace, amend and supersede any prior agreements between you and SBA pertaining to the subject matter hereof.

Governing Law; Jurisdiction; Attorneys' Fees. These Terms and Conditions will be governed and construed under the laws of the State of California, without regard to conflict of laws principles. In no event will you use the Services in violation of U.S. export laws or regulations. You agree that all claims you may have arising from or relating to the operation, use or other exploitation of the Services will be heard and resolved in the federal and state courts located in California. You consent and submit to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts. If any party hereto brings any suit or action against another for relief, declaratory or otherwise, arising out of these Terms and Conditions, the prevailing party will have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees. Except to the extent prohibited by applicable law, the parties agree that any claim or cause of action arising out of or related to use of the Services or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Survival. Sections 5, 12, 15, 16, 17 and 21 shall survive termination of your SBA account and/or these Terms and Conditions.

Relationship. You agree that no joint venture, partnership, employment or agency relationship exists between you and SBA because of these Terms and Conditions or your use of the Services.

Waiver/Severability. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder. If any provision of these Terms and Conditions is determined to be invalid or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in such provision, and the balance of these Terms and Conditions shall remain in full force and effect.

Force Majeure. If the performance of any part of these Terms and Conditions is prevented, hindered, delayed or otherwise made impracticable by reason of any cause or event not within the reasonable control of a party and without its fault or negligence, such party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Assignment. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms and Conditions. SBA has the right, in its sole discretion, to transfer or assign all or any part of its rights under these Terms and Conditions and will have the right to delegate or use third party contractors to fulfill its duties and obligations under these Terms and Conditions and in connection with the Services.

Notice. SBA's notice to you via email, regular mail or notices or links on the Server or App shall constitute acceptable notice to you under these Terms and Conditions. Notice will be deemed received 48 hours after it is sent if transmitted via email or regular mail. If notice is provided via links displayed in connection with the Services, then it shall be deemed received 24 hours after it is first displayed.

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Questions. If you have any questions regarding these Terms and Conditions, please contact us.