

End-User License Agreement

Date of Last Revision: April 3, 2018

Please read this End-User License Agreement ("**Agreement**") carefully before clicking the "I Agree" button, downloading or using Excelling Payroll ("**Application**").

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and Austin Ross (the "**Company**") and it governs your use of the Application made available to you by the Company.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

The Application is licensed, not sold, to you by the Company for use strictly in accordance with the terms of this Agreement.

License

The Company grants you a revocable, non-exclusive, non-transferable, non-assignable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement. You shall be issued a license key which will be required to access and download the Application, and each license key will be limited to installation on only one device.

Restrictions

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.
- copy or use the Application for any purpose other than as permitted under the above section 'License'.
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Application.

remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers or the licensors of the Application.

License Fee

You will be charged and agree to pay to the Company: (a) a license fee, as set out by the Company at the time of the initial license purchase (the “**License Fee**”); and (b) any applicable renewal fee (the “**Renewal Fee**”) on or about the Renewal Date (as that term is later defined). In both cases, you agree to pay the applicable fees along with any and all applicable taxes, duties or levies.

The Company reserves the right to increase the License Fee and Renewal Fee from time to time provided that the Company shall provide you with not less than fourteen (14) days’ notice of any increase prior to the Renewal Date.

Confidentiality

You acknowledge that all information relating to the Application that you have or will obtain are of a confidential nature and are trade secrets exclusively owned by the Company, unless otherwise noted.

You expressly undertake to use the information relating to the Application you receive in conformity with this Agreement and to hold such information in confidence. You further agree that you shall not disclose such information, without the prior express written consent of the Company, to any third party, during the term of this Agreement and all times subsequent to its termination or expiration for whatever reason.

Intellectual Property

The Application, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of the Company.

Your Suggestions

Any feedback, comments, ideas, improvements or suggestions (collectively, “**Suggestions**”) provided by you to the Company with respect to the Application shall remain the sole and exclusive property of the Company. You hereby grant to the Company and its affiliates a world-wide, non-exclusive, fully paid-up, royalty-free, unrestricted, perpetual, irrevocable, fully transferable, assignable, and fully sub-licensable (through multiple tiers) right and license to use any such Suggestions in any manner or media, globally, forever, and without any obligation to you. The Company shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Modifications to Application

The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

Updates to Application

The Company may from time to time provide enhancements or improvements to the features/functionality of the Application, which may include patches, bug fixes, updates, upgrades and other modifications ("**Updates**").

Updates may modify or delete certain features and/or functionalities of the Application. You agree that the Company has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Application to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

Third-Party Services

The Application may display, include or make available third-party content (including data, information, applications and other products services) or provide links to third-party websites or services ("**Third-Party Services**").

You acknowledge and agree that the Company shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. The Company does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

Privacy Policy

The Company collects, stores, maintains, and shares information about you in accordance with its Privacy Policy, which is available at www.excellingpayroll.com/privacy. By accepting this Agreement, you acknowledge that you hereby agree and consent to the terms and conditions of our Privacy Policy.

Term and Termination

This Agreement shall become effective upon your acceptance of the terms of this Agreement (which will be demonstrated by you proceeding with registration on <https://excellingpayroll.com/my-account/?action=register>) and shall remain in effect until terminated by you or the Company.

The Company may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from the Company, in the event that you fail to comply with any provision of this Agreement. You may also terminate this

Agreement by deleting the Application and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your computer.

Termination of this Agreement will not limit any of the Company's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

Indemnification

You agree to defend, indemnify, and hold the Company and its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (if any) harmless from and against all costs, damages, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of either yourself or third-parties against the Company based on your: (a) use of, or inability to use, the Application; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third-party (including third-party claims for infringement of intellectual property rights based on your use of the Application).

No Warranties

The Application is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. You agree that your use of the Application is entirely at your own risk. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Application will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's providers make any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the Application will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; or (iv) that the Application, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Limitation of Liability

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR, THE ENTIRE LIABILITY OF THE COMPANY AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL, WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE APPLICATION, THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED WITH THE APPLICATION, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT), EVEN IF THE COMPANY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Relationship of the Parties

This Agreement is a license agreement only and shall not be construed to be a contract for services or a contract of service or employment. Nothing contained in this Agreement shall be construed as creating any partnership, employment or agency relationship between you and the Company.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

Amendments to this Agreement

The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time without further notice. Such revisions are effective immediately after the Company gives

notice thereof, which the Company may do by revising the “Date of Last Revision” date of this Agreement and by posting it on <https://excellingpayroll.com/terms/>. If a revision is material we will provide you notice of such amendments to this Agreement by contacting you at the email address which you have provided to us, if applicable. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Application after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Application. It is your responsibility to check for updates and to review such updates when applicable. You agree that the Company shall not be liable to you for any delay or other damages that might result from changes to this Agreement, if any.

Jurisdiction and Disputes

The laws of British Columbia, Canada, excluding its conflicts of law rules, shall govern this Agreement and your use of the Application. Your use of the Application may also be subject to other local, state, national, or international laws. All disputes arising out or in any way connected to this Agreement or the Application shall be resolved in the applicable courts of British Columbia. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

You agree that you may only bring claims against the Company in your individual capacity and not as a plaintiff or member of any class action or representative proceeding.

Contact Information

If you have any questions about this Agreement, please contact us at <http://www.excellingpayroll.com/contact-us>.

Entire Agreement

The Agreement constitutes the entire agreement between you and the Company regarding your use of the Application and supersedes all prior and contemporaneous written or oral agreements between you and the Company.

You may be subject to additional terms and conditions that apply when you use or purchase other services of the Company, which the Company will provide to you at the time of such use or purchase.