



## TERMS OF SERVICE

Please read this entire Terms of Service agreement (“Agreement”). These terms and conditions (“Terms”) apply to both the Paid Services (Subscription) and Trial Services offered by Sperse. By using our services, you agree to follow and be bound by the Terms of this Agreement.

### DEFINITIONS:

- **“Affiliate”** means entity that is related to another entity by one owning shares of the other, by common ownership, or by other means of control and having direct or indirect power to affect the direction of the other entity.
- **“Agreement”** means this Sperse Terms of Service.
- **“Company”, “We,” “Us” or “Our”** means the Sperse LLC (Sperse, a Delaware, USA entity with its principal location in Arizona, USA).
- **“End User”** means any person or entity other than Subscriber who uses the subscription Services.
- **“Consulting Services”** means consulting services, professional services, training, or implementation services, as specified in a contract, order, SOW, or other agreement.
- **“Order Form”** means any form which provides details related to the purchase of a subscription for the Services.
- **“Services”** means Our products and services, paid and trail basis, that are used by You online as part of Your subscription, as specified in Your Order Form.
- **“User”** A user as listed within the administration section of the Services, having a username and password to access the Services or a portion thereof.
- **“You” or “Your”** means you and / or the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity which have signed the Order Form.

### 1. ACCESS TO THE SERVICES

Subject to the terms of this Agreement, We will use commercially reasonable efforts to provide You access to the Services, except for planned downtime and any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, power blackouts, a cyber-attack, act of any level of government, inclement weather conditions, fire, earthquake, civil unrest, act of terror, medical epidemic, data center issues, problems caused directly by a third party integration, and failure on the part of any company that We depend on for Our Service. For clarification, unavailability includes situations where access to the Services impacts all users or only a subset of users.

### 2. YOUR RESPONSIBILITIES

- 2.1. You will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any

software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Us or authorized within the Services); use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

- 2.2. Further, You may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 2.3. You represent, covenant, and warrant that You will use the Services only in compliance with Our standard published policies then in effect (the “Policy”) and all applicable laws and regulations. You hereby agree to indemnify and hold harmless Us against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Your use of Services. Although We have no obligation to monitor Your use of the Services, We may do so and may prohibit any use of the Services We believes may be (or alleged to be) in violation of the foregoing.
- 2.4. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). You shall also be responsible for maintaining the security of the Equipment, Your account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Your account or the Equipment with or without Your knowledge or consent.
- 2.5. If You are using the Services for Your clients, then You are only allowed to use the Services for Your prospects, existing clients, and new clients. Examples of using the Services for your clients are financial services companies such as lenders and individuals who have a practice such as accountants.

### **3. USE RESTRICTIONS**

You agree that You will not under any circumstances:

- post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- use the service for any unlawful purpose or for the promotion of illegal activities;
- attempt to, or harass, abuse or harm another person or group;
- use another user’s account without permission;
- provide false or inaccurate information when registering an account;
- interfere or attempt to interfere with the proper functioning of the Service;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures We take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
- publish or link to malicious content intended to damage or disrupt another user’s browser or computer.
- sell, resell, license, sublicense, rent, lease, sublease, transfer, assign, reassign, distribute, or time share the Services to any third party;

### **4. POSTING AND CONDUCT RESTRICTIONS**

When You create Your own personalized account, You may be able to provide (“User Content”). You are solely responsible for the User Content that You post, upload, link to or otherwise make available via the Service. You agree that We are only acting as a passive conduit for Your online distribution and publication of Your User Content. We, however, reserve the right to remove any User Content from the Service at Our discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, You agree as follows:

- You are solely responsible for Your account and the activity that occurs while signed in to or while using Your account;
- You will not post information that is malicious, false or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless You are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content;
- You hereby affirm We have the right to determine whether any of Your User Content submissions are appropriate and comply with these Terms, remove any and/or all of Your submissions, and terminate Your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that You make available or access through Your use of the Service is solely Your responsibility. We are not responsible for any public display or misuse of your User Content. We do not, and cannot, pre-screen or monitor all User Content. However, at Our discretion, We, or technology We employ, may monitor and/or record Your interactions with the Service.

## **5. ONLINE CONTENT DISCLAIMER**

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. We do not guarantee the accuracy, completeness, or usefulness of any information on the Service and neither do We adopt nor endorse, nor are We responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than Us. We take no responsibility and assumes no liability for any User Content that You or any other user or third-party posts or sends over the Service. Under no circumstances will We be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or, transmitted to users.

Though We strive to enforce these Terms, you may be exposed to User Content that is inaccurate or objectionable. We reserve the right, but have no obligation, to monitor the materials posted in the public areas of the service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms or engages in any activity that violates the rights of any person or entity or which We deem unlawful, offensive, abusive, harmful or malicious. We shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law.

## **6. LINKS TO OTHER SITES AND/OR MATERIALS**

As part of the Service, We may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers. We have no control over Third Party Sites and Third-Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third-Party Sites or Third-Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Us, and We are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third-Party Site or any Third-Party Applications, Software or Content does not imply approval or endorsement thereof by the Us. If You decide to leave the Site and access the Third-Party Sites or to use or install any Third-Party Applications, Software or Content, you do so at your own risk and you should be aware that Our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which You navigate from the Site or relating to any applications You use or install from the site.

## **7. EMAIL MAY NOT BE USED TO PROVIDE NOTICE**

Communications made through the Services e-mail and messaging system will not constitute legal notice to Us or any of Our officers, employees, agents or representatives in any situation where notice to Us is required by contract or any law or regulation.

## **8. USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM**

For contractual purposes, You (a) consent to receive communications from Us in an electronic form via the email address You have submitted; and (b) agree that all Terms, agreements, notices, disclosures, and other legal communications that We provide to You electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use Your email address to send You other messages, including information about Us and special offers. You may opt out of such email by changing Your account settings.

## **9. PAYMENT OF FEES**

9.1. You will pay Us the then applicable fees for the Services in accordance with the terms therein (the "Fees"). If Your use of the Services exceeds the Service Capacity set forth in any agreement or otherwise requires the payment of additional fees (per the terms of this Agreement), You shall be billed for such usage and You agree to pay the additional fees in the manner provided herein. We reserve the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to You (which may be sent by email). If You believe that We have billed You incorrectly, You must contact Us no later than 30 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

9.2. We may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Us thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a late fee and a finance charge of 2.0% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Services. You shall be responsible for all taxes associated with Services other than U.S. taxes based on Our net income.

## **10. TERM AND TERMINATION**

10.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

10.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. You will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, We will make all Your data available to You for electronic retrieval for a period of seven (7) days, but thereafter We may, but are not obligated to, delete stored Your data.

## **11. INTELLECTUAL PROPERTY**

You acknowledge and agree that We and our licensors retain ownership of all intellectual property rights of any kind related to the Services, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Services may be trademarks of their respective owners. We reserve all rights that are not expressly granted to You under this Agreement.

## **12. CONFIDENTIALITY**

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Our Proprietary Information includes non-public information regarding features, functionality and performance of the Services. Your Proprietary Information includes non-public data provided by You to Us to enable the provision of the Services ("Your Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

## **13. PROPRIETARY RIGHTS**

13.1. You shall own all right, title and interest in and to Your Data.

- 13.2. Notwithstanding anything to the contrary, We shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Your Data and data derived therefrom), and We will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and Our other offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.
- 13.3. We shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with any Custom Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 13.4. Any feedback such as comments, questions, data, ideas, suggestions for improvements, or information You submit can be read and reviewed by Us. If any feedback is designated as confidential by you, it shall not, except in the case of a separate written agreement, create any confidentiality obligation with Us. We may freely use, copy, disclose, license, distribute and utilize Your feedback in any manner, including future features, functionality, and enhancements, without any obligation to You, royalty or restriction based on intellectual property rights or otherwise.

#### **14. LICENSE GRANT**

By posting any User Content via the Service, You expressly grant, and You represent and warrant that You have a right to grant, to Us a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and Your name, voice, and/or likeness as contained in Your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Services.

#### **15. WARRANTY AND DISCLAIMER**

We shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Us or by third-party providers, or because of other causes beyond Our reasonable control, but We shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE SERVICES ARE NOT A REPLACEMENT FOR PROFESSIONAL SERVICES OR PROFESSIONAL ADVICE. OUR SERVICES ARE FOR GENERAL INFORMATION ONLY. ANY INFORMATION OR ADVICE YOU RECEIVE FROM US, WHETHER WRITTEN, ORAL, OR VIDEO DOES NOT CREATE A WARRANTY OF ANY KIND NOT EXPRESSLY STATED IN THESE TERMS. WE ASSUME NO RESPONSIBILITY FOR ANY OUTCOME AS A RESULT OF YOUR ACTION OR INACTION BASED ON THE SERVICES, YOUR INTERACTION WITH US, OUR TRAINING OR ANY MATERIAL PROVIDED BY US. ALTHOUGH WE MAKE EVERY EFFORT TO KEEP OUR SERVICES UP TO DATE AND ACCURATE, WE CANNOT GUARANTEE, AND ARE NOT RESPONSIBLE FOR, ANY DAMAGE OR LOSS RELATED TO THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE INFORMATION PROVIDED ON THE SERVICES.

#### **16. INDEMNIFICATION**

Indemnification by You to Us includes legal fees, recompense, damages, and settlement amounts against Us. You will defend Us and hold Us harmless against any threat, claim, or proceeding brought against Us by a third party arising from or related to the use of the Services by You or any of Your End-Users in breach of these Terms, provided We give You (a) written notice of such claim, (b) sole control over defense and settlement of the claim, and (c) our help and support in the matter, within reason. You agree to notify us in writing and get Our approval before any legal action or step will be taken which progresses the claim towards a settlement against Us. You agree not to settle any claim unless We have provided You written approval beforehand.

#### **17. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, WE AND OUR SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND OUR REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY YOU TO US FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **18. MARKETING**

Unless otherwise agreed to by You and Us, We may disclose Your name or Your company name as one of Our customers. You hereby grant Us a world-wide, perpetual, irrevocable, and fully-paid license to display your name and / or your company name, company logo, and company description in Our marketing materials and on Our public website.

## **19. GENERAL TERMS**

- 19.1. Severability: If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 19.2. Assignment: This Agreement is not assignable, transferable or sublicensable by You except with Our prior written consent. We may transfer and assign any of its rights and obligations under this Agreement without consent.
- 19.3. Entire Agreement: This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- 19.4. Relationship of Parties: No agency, partnership, joint venture, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind Us in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 19.5. Notices: All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- 19.6. Governing Law: This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. You agree to cooperate with Us to serve as a reference account upon request.
- 19.7. Waiver: Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not constitute a waiver of such rights or ability to enforce such provision.
- 19.8. Survival: All sections of this Agreement which will survive any termination include and have the following titles: Intellectual Property, Confidentiality, Proprietary Rights, License Grant, Payment of Fees, Warranty and Disclaimer, Indemnification, Limitation of Liability, Marketing and General Terms.

## **20. MODIFICATION OF TERMS**

We can amend the Terms at any time and will update the Agreement in the event of any such amendments. We will notify you of material changes to the terms by posting a notice on our homepage and/or sending an email to the email address You provided to Us upon registration. For this additional reason, You should keep Your contact and profile information current. The continued use of the Services, you signify your agreement to our revisions to these Terms. Any changes to these Terms (other than as set forth in this paragraph) or waiver of Our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of an officer. No purported waiver or modification of this Agreement by Us via telephonic or email communications shall be valid.

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YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT THIS TERM OF SERVICE AGREEMENT, TOGETHER WITH THE SPERSE PRIVACY POLICY, REPRESENT THE STATEMENT OF THE AGREEMENT BETWEEN US, AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, YOU ARE REPRESENTING TO US THAT YOU HAVE THE

AUTHORITY TO BIND YOUR COMPANY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" AND "YOUR" SHALL REFER TO YOUR COMPANY AND ITS AFFILIATES. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, OR IF YOU DO NOT HAVE BINDING AUTHORITY, YOU MAY NOT ACCESS AND USE THE SERVICES.

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Last Updated: April 4th, 2018.