

FinOptix Terms of Service

(Subscription Agreement)

Last updated: 17 May 2023

This FinOptix Inc. (“we”, “our”, “us”) Subscription Agreement (these “terms”) governs your access to and the use of the Services. If you agree to the Agreement on behalf of an entity, you represent that you are authorized to bind that entity; if you sign up for any Services without such authority, you agree that you are accepting the Agreement on your personal behalf.

1. Services

1.1 Bookkeeping: Our bookkeeping Services are a solution for bookkeeping and financial organization where we maintain your accounting books based on information provided by you or at your direction. Our bookkeeping Services and any related communications with us are not a substitute for and do not include legal, regulatory, tax, financial, real estate, healthcare, or accounting advice.

You agree that we will be your sole bookkeeper for the duration of the Agreement and in performing such Services we must use, record, classify and reconcile your financial transactions and other data to prepare your books.

For example, depending upon the Services we provide, we may have to: (a) import transactions to your books in order to reconcile your bank accounts, (b) categorize transactions in your books to expense accounts and to balance sheet accounts for amortization purposes, and/or (c) sync your payroll data via an integration or otherwise. As a result, once we have performed such tasks, any modifications made by you or on your behalf (for example, by another third-party service provider) to your books may adversely impact Services previously performed by us, causing us to have to re-perform such Services in order to resolve any resulting inconsistencies or inaccuracies or to confirm that there are no such inconsistencies or inaccuracies. If you engage another third-party service provider to make changes to your books, or you otherwise make changes to your books directly, while you have engaged us to provide bookkeeping Services, the parties agree to the following remedies, which shall be at our option and in addition to any rights provided by contract, law or in equity: (i) we may delay bookkeeping deliverables that are on a deadline, (ii) we may charge our standard fees

for the additional work required to remediate the situation, and/or (iii) we may terminate your subscription at any time upon written notice without a refund of prepaid fees for remaining months of any Services. For the avoidance of doubt, this Section 1.1 does not prevent you from managing accounts payable and/or accounts receivable in QuickBooks, and/or processing payroll through QuickBooks.

1.2 Quickbooks Online: We require you to use Intuit Inc.'s QuickBooks Online as your bookkeeping software for us to provide the Services to you. If you do not already have an active QuickBooks Online subscription, you authorize us to create one for you on your behalf. You agree to grant us access to your QuickBooks Online account by creating one or multiple user accounts with appropriate access levels to designated members of our team, and maintaining such access throughout the term of this agreement. Your and our use of QuickBooks Online will be governed by Intuit Inc.'s [Terms of Service](#) and [Privacy Statement](#), and by authorizing us to create an account for you, you agree to Intuit Inc.'s [Terms of Service](#). You are and will remain exclusively responsible for all charges and fees payable to Intuit Inc. for your QuickBooks Online account.

1.3 Direction: We provide the Services at the request of, and under the direction of, your management. Your management is responsible for all management decisions and performing all management functions, including (i) setting policies or accepting policy recommendations; (ii) evaluating the reasonableness of underlying assumptions and the adequacy and results of the Services; and (iii) implementation of any findings or recommendations resulting from the Services. We may act upon, and will not have liability for acting upon, instructions in any form (e.g., electronic, written, oral) so long as we reasonably believe that the instructions were actually given by you or on your behalf. You are responsible for the legality of your instructions to us. We are not obligated to identify or offer additional Services.

We may prepare deliverables resulting from the Services (for example, financials) for use by your management. In preparing deliverables, you agree that we (a) do not have an obligation to independently verify the accuracy or completeness of any facts provided by you or any third party, and (b) do not undertake to update the deliverable if any facts change. If you elect to present any deliverable to any third party, such presentation must be made solely by you and not by or on behalf of us, and you agree to remove any references to us from the deliverable and/or from the presentation.

1.4 Accurate Information: Our provision of the Services requires that you provide us access to corporate, financial and related information, information technology systems or services, and/or input from you. You agree to keep and provide paper and/or digital documents (such as invoices and receipts). You agree to timely provide all such information, access and input and reasonably cooperate with us in our provision of the Services. You agree to provide good faith assumptions and accurate and complete representations, information and data, and you agree that we may assume you have done so without further investigation or verification. You agree that late or insufficient information, access or input from you may cause delay in the performance of the Services, inability to provide the Services, or increase in the amount of our fees.

For the avoidance of doubt, if our performance of the Services is prevented or delayed by any act or omission by you or your agents, vendors, consultants, or employees, we will not be in breach of our obligations or otherwise liable for any related costs, charges, or losses incurred by you.

1.5 Modifications of Services: You understand that we may modify, change and/or improve our Services. You agree that we may add or remove functionality or features, and that we may suspend or stop part of the Services altogether. Similarly, because some of our Services are provided by our personnel, we reserve the right to determine from time to time in our sole discretion the personnel assigned to provide the Services to you.

1.6 Client Obligations: As a condition of use, you promise to:

1. Use FinOptix as your sole bookkeeper for the duration of the Agreement.
2. Use QuickBooks Online as your accounting software, and keep up your QBO account in good standing.
3. Be responsible for all management decisions and performing all management functions.
4. Be responsible for the legality of your instructions to us.
5. Provide us access to corporate, financial and related information, information technology systems or services, and/or input from you.
6. Keep and provide paper and/or digital documents (such as invoices and receipts).
7. Provide all information, access and input and reasonably cooperate with us in a timely manner.

8. Provide good faith assumptions and accurate and complete representations, information and data, and you agree that we may assume you have done so without further investigation or verification.
9. Agree that late or insufficient information, access or input from you may cause delay in the performance of the Services, inability to provide the Services, or increase in the amount of our fees.

As a condition of use, you promise not to:

1. Consider our services and related communication to be a substitute for legal, regulatory, tax, financial, real estate, healthcare, or accounting advice.
2. Modify your books after FinOptix has completed importing, categorizing, and syncing your transactions.

Failure to comply with the conditions set out above may result in delayed deliverables, additional fees for the work required to remediate the situation, and/or termination of the subscription without a refund.

1.7 FinOptix Inc.'s Obligations:

Our obligations in providing the Service to you include (a) accurate maintenance of your accounting books in a timely manner according to the service level you have selected (e.g., monthly, quarterly, or annually), (b) while preparing your books, to record, classify and reconcile your financial transactions and other data relevant to and within the scope of our Service, (c) preparation of deliverables resulting from and within the scope of the Service, e.g. financial statements, and (d) accept your good faith assumptions and accurate and complete representations, information, and data.

Should we be unable to meet these obligations due to no fault of you, the client, we will complete the additional work necessary to remediate the situation without charging additional fees, and/or terminate the subscription after completing any work owed.

2. Technology and Data

2.1 Our Technology: To facilitate the provision of the Services, we may provide your designated users (each, a "User") with access to and use of functionality of website(s), cloud software services, software tools, automated forms and other technologies developed by or for us (collectively, "Our Technology"). You are responsible for: (a) the confidentiality of User access credentials that are in your possession or control; (b) setting up appropriate internal roles, permissions, policies and procedures for the safe

and secure use of Our Technology, (c) your Users' use of Our Technology; and (d) your Users' compliance with the Agreement and applicable laws. You must notify us promptly if you become aware, or reasonably suspect, that your account's security has been compromised.

To efficiently provide the Services, we use certain internal technologies and tools developed by or for us, such as integrations with Third-Party Services, software rules, checklists and other technologies (collectively, "Internal Software"). You agree to reasonably cooperate with us to enable us to use Internal Software in the provision of the Services and to refrain from interfering with the operation of Internal Software. If you obtain new, or make changes to, information technology systems or services that contain relevant data for the Services, you agree to notify us promptly and reasonably cooperate with us to facilitate the efficient use of Internal Software.

2.2 Data: We will use your data as described in the Agreement and/or in the Privacy Policy, as updated from time to time, and for the business purposes described therein. By subscribing to any Services, you expressly consent to such use, including the use of your data in Third-Party Services required for the provision of our Services, and the sharing of your data across various Services for which you subscribe (e.g., bookkeeping data for tax preparation services).

You agree that we may perform benchmarking studies on an aggregated basis across all or a subset of our clients, which will not contain any identifying information that can be attributed to you or any of your Users, clients, vendors, employees or representatives. You consent to our use of your data for the purpose of developing and/or performing such benchmarking studies.

2.3 Intellectual Property Rights: Subject to the limited rights expressly granted in the Agreement, as between the parties you retain all rights, title and interest, including all Intellectual Property Rights, in and to your data. You grant us and our subcontractors a limited license to use your data to provide, protect and improve the Services and to perform our rights and obligations under this Agreement.

Subject to the limited rights expressly granted hereunder, as between the parties we own all rights, title and interest, including all Intellectual Property Rights, in and to Our Technology and Internal Software. We grant your Users a non-exclusive license to use Our Technology for the purpose of facilitating the provision of our Services to you during the term of the Agreement. All rights not expressly granted in this Agreement are reserved by us.

Each party represents and warrants to the other that it has the authority, including any and all necessary consents, to grant the licenses above.

2.4 Restricted Use of the Services: You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of FinOptix Inc. or could subject us to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in our opinion, is prohibited under this Agreement; (v) any other activity that places us in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of a FinOptix Inc. system or network or to breach our security or authentication measures, whether by passive or intrusive techniques. We reserve the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

3. Payment for Services

3.1 Fees: We base our subscription fees for Services on certain facts about your business. You agree to provide us with complete and accurate information so we can determine the applicable subscription. If the information is not complete or accurate, materially changes, or you request an expanded or different scope of our subscription Services, we may propose a subscription that corresponds to the revised information or your request and reserve the right to terminate the affected Services or the Agreement without liability if we are unable to reach an agreement with you on the revised subscription. Subscription fees are prepaid before or at the start of the subscription period and cannot be carried over to future subscription periods.

From time to time, we may update our list prices for the Services, or, as our Services evolve, we may change the scope of, or subscription model for, certain Services. If we increase your subscription fees (and/or any related fees, such as usage-based fees) and/or materially change the scope of subscription Services we provide to you, we will

provide you with advance written notice of such increase or change at least 30 days prior to your next Renewal Period. If you do not terminate your subscription within such 30-day period, you agree that your continued use of the Services constitutes your agreement to pay, and your authorization for us to collect payment from you in accordance with the payment terms.

3.2 Payment: You shall authorize FinOptix Inc. to collect payment of Fees from a credit card, debit card or other means of payment; you authorize FinOptix Inc. to charge all Fees and other amounts owing hereunder, including all applicable taxes, from such payment method. For any Fees paid with a credit card, we may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. All fees are in Canadian dollars.

The Services may include functionality for activating, updating, or canceling recurring payments for periodic charges. If you activate or update recurring payments through the Services, you authorize us to periodically charge, on a going-forward basis and until expiration or termination of the Term, all accrued sums on or before the payment due date for the accrued sums. You must provide us with written notice of your election not to renew the Term before it renews to avoid billing and payment for the next recurring Renewal Term. For example, if you have a one-year long Initial Term and a subscription plan providing for 12 monthly payments during the Initial Term, (a) if you provide us with written notice of your decision not to renew this Agreement before the expiration of the Initial Term, you will be responsible for any remaining monthly payments during the Initial Term but not for any subsequent Renewal Term, however, (b) if you fail to provide us with written notice of your decision not to renew this Agreement before the end of the Initial Term, this Agreement will renew for another year and you will be responsible to pay the 12 monthly payments during the Renewal Term. If you update or cancels any existing authorized one-time or recurring payment, it may take up to 10 business days for the update or cancellation to take effect.

Without limitation, FinOptix Inc. reserves the right to suspend the Services until all Fees or other amounts owing hereunder are paid in full or terminate this Agreement for late payment.

Fees quoted do not include, and you shall pay and hold FinOptix Inc. harmless from all sales, use, gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges



(including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of FinOptix Inc..

4. Term and Termination of Services

4.1 Term: The term of this Agreement shall begin as of when you accept this Agreement by paying your initial invoice, shall continue in effect for an initial period of one year (the “Initial Term”), and shall automatically renew for a period of the same duration as the Initial Term upon the expiration of the Initial Term or any subsequent term (each, a “Renewal Term” and, together with the Initial Term, the “Term”) unless either party provides the other with written notice of its decision not to renew this Agreement, at least 30 days before the expiration of the then-current Initial Term or Renewal Term, as applicable.

4.2 Termination of Services: You must provide us with at least 30 days written notice in accordance with the immediately preceding paragraph that you decide not to renew this Agreement before the then-current Initial Term or Renewal Term expires. You will be responsible for any Fees due during the remainder of the Term.

We may terminate this Agreement by providing notice by email to the contact information provided by you to FinOptix Inc., as per sections 1, 2, and 11 of this agreement.

5. Confidentiality

Each party acknowledges that it may directly or indirectly disclose Confidential Information to the other party in the course of negotiation of and performance of this Agreement. All such Confidential Information disclosed hereunder shall remain the sole property of the disclosing party (or other third party), and the receiving party shall have no interest in, or rights with respect thereto, except as set forth herein. Each party agrees to treat such Confidential Information with the same degree of care and security as it treats its most confidential information. Each party may disclose such Confidential Information to employees and agents who require such knowledge to perform services under this Agreement. Except as otherwise contemplated by this Agreement, neither party shall disclose the Confidential Information of the other party to any third party without the prior written consent of the disclosing party, and the duty of confidentiality created by this section shall survive any termination of the Agreement. Your data shall, without limitation, be Confidential Information. FinOptix Inc. Data shall, without limitation, be FinOptix Inc. Confidential Information.

6. Not Legal, Tax, or Accounting Advice

We may provide you with legal, tax or accounting information as part of our Services. Unless such information was provided by a FinOptix Inc. licensed professional pursuant to a written agreement between you and FinOptix Inc., such information is not intended to constitute specific legal, tax, accounting or other professional advice, and may not reflect recent developments in the law, may not be complete, and may not be accurate in or applicable to your particular circumstances. As such, you agree not to act based on any information provided by us, unless such information was provided by a FinOptix Inc. licensed professional pursuant to a written agreement between you and FinOptix Inc., or before obtaining advice from other professional counsel qualified in the applicable subject matter and jurisdiction.

We encourage you to retain the services of a chartered accountant to be responsible for appropriate professional counsel. You agree to allow direct communication between your chartered accountant and FinOptix Inc..

7. Disclaimer

THE WARRANTIES STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY FINOPTIX INC.. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, WE, OUR AFFILIATES, OUR THIRD-PARTY SERVICE PROVIDERS, AND OUR AND THEIR LICENSORS, SUPPLIERS AND DISTRIBUTORS (THE "PROVIDER ENTITIES") MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES, OUR TECHNOLOGY, OR OUR TOOLS. THE SERVICES, OUR TECHNOLOGY AND OUR TOOLS (INCLUDING AS INTEGRATED WITH ANY OTHER APPLICATIONS) ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NO WARRANTY IS MADE THAT THE SERVICES, OUR TECHNOLOGY, OUR TOOLS OR THE RESULTS OF THEIR USE WILL MEET YOUR NEEDS OR EXPECTATIONS, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THE RESULTS THEREFROM WILL BE ACCURATE OR RELIABLE, AND/OR WILL COMPLY WITH ANY LAW OR LEGAL REQUIREMENT. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES. WE FULLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU UNDER APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE STRICTLY



LIMITED TO A PERIOD OF 60 DAYS FROM THE DATE OF YOUR EXECUTION OF THE ORDER FORM, OR DELIVERY OF THE SERVICE, WHICHEVER IS SOONER.

8. Limitations of Liability

IN NO EVENT WILL FINOPTIX INC. OR FINOPTIX INC'S DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM CLIENT USE OF THE SERVICES, EVEN IF FINOPTIX INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification

You shall defend, indemnify, and hold harmless FinOptix Inc., its employees, officers, directors Affiliates, suppliers, licensors, Third Party Servicers and other clients against any and all liability including damages, recoveries, deficiencies, interest, penalties, losses and reasonable attorney's fees arising out of or relating to: (i) any breach of the terms hereof; (ii) any breach of a Third Party Servicer Agreement; (iii) any violation of any Laws; (iv) any use of your data by you or a Third Party Servicer or other third party; (v) your use of the Services, including in combination with any third party service; (vi) any Transaction; (vii) any financial transaction occurring as a result of data communicated via the Services; (viii) any act or omission of any Third Party Servicer or you; (ix) costs incurred by FinOptix Inc. enforcing the terms hereof or responding to any subpoena relating to you, your data or a Third Party Servicer; (x) any claim by a governmental taxing authority; or (xi) any dispute between you and any third party or your Personnel.

10. Amendments to the Terms of Service

We reserve the right, at our sole discretion, to modify or replace these Terms of Service at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

When we make changes to the Terms of Service, we will update the "Last Updated" date at the top of this document. Your continued use of our Services after the effective date of any changes constitutes your acceptance of the revised Terms of Service.

It is your responsibility to periodically review the Terms of Service to ensure you are aware of any changes. If you do not agree with the revised terms, you must discontinue using our services prior to the effective date of the revised terms. By continuing to access or use our services after those revisions become effective, you agree to be bound by the revised terms.

11. General Provisions

11.1 Controlling Law: The Terms shall be governed by and construed in accordance with the laws of the Province of Ontario and Canada, as applicable, without regard to conflicts of laws principles. The United Nations Convention on the International Sale of Goods does not apply and is expressly excluded.

11.2 Client Certification of Jurisdiction and Applicable Laws: By using our Services, you represent and warrant that you are an entity subject to the financial, tax, and bookkeeping laws and regulations of Canada. You further certify that you are not based in, nor subject to, the laws of California or any other state within the United States of America. It is your responsibility to ensure compliance with all applicable laws, regulations, and jurisdictional requirements pertaining to your use of our services. If we become aware or have reason to believe that you have misrepresented your jurisdiction or are in violation of any applicable laws or regulations, we reserve the right to terminate or suspend your access to our services without prior notice. In such cases, no refunds or credits for any unused portion of the subscription will be provided.

11.2 Disputes and Arbitration: Any controversies or disputes arising out of or relating to these Terms shall be definitively settled under the auspices of The Canadian Commercial Arbitration Centre, by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time this agreement is accepted and to which the parties declare they have adhered. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of these Terms. The arbitration proceeding shall be conducted in English and all documentation shall be presented and filed in English. The arbitrator shall not have the authority to modify any provision of these Terms or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The prevailing party shall be entitled to recover

its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under these Terms. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events, or occurrences giving rise to the claim.

11.3 Confidentiality Obligation: For as long as either party possesses any confidential information, each party agrees to not disclose any Confidential Information of the other party to any third party or use any of the Confidential Information except as necessary to perform that party's obligations under these Terms. Confidential information includes without limitation information concerning marketing plans, financial results, pricing schedules, product lines, product plans, proprietary technology, research information, practices, trade secrets, and any and all other information as deemed confidential by the disclosing party which is not generally known to the public.

11.4 Assignment: You may not assign this Agreement or any of its rights or obligations hereunder to any third party without prior written consent of FinOptix Inc.. Any assignment in violation of this section shall be void. We may assign this Agreement without restriction and without any notice to you. The terms of this Agreement shall be binding upon permitted successors and assigns. You agree that on a sale of all or substantively all of the assets of FinOptix Inc., FinOptix Inc. may include in the sale the copy of Client's payment method (e.g. credit card information) used to pay Fees hereunder.

11.5 Relationship of the Parties: Nothing in these Terms will constitute the relationship of an employer and employee, a principal-agent, partnership, or a joint venture between the parties. You are responsible for obtaining and maintaining all applicable business licenses and insurance, and for timely payment of all income, payroll, and employment-related taxes, including without limitation all unemployment, workers compensation, income tax withholding, social security, and any other taxes of any nature.

11.6 Notices: Notices to be served in accordance with these Terms may be served by email, or by mail, at the election of FinOptix Inc.. Email shall be the predominant source of communication. You agree to notify us of any change in your email or mail address for the purpose of notification pursuant to this Agreement.

11.7 Force Majeure: You acknowledge and understand that if we are unable to provide Services as a result of a force majeure event we will not be in breach of this Agreement and will not be liable for delays caused by such event. A force majeure event means any event beyond the control of FinOptix Inc..

11.8 Severability: In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law, or so held by applicable court decision, such enforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and in such event such provision shall be changed and interpreted so as to best accomplish the objectives of such provision.

11.9 Entire Agreement: These Terms incorporate the entire understanding of the parties concerning the subject matter contained herein and merges and/or supersedes all prior and contemporaneous communications and/or agreements. No action of FinOptix Inc., other than the express or written waiver or amendment, may be construed as a waiver or amendment of these Terms.