

- **Terms**
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Terms

This Terms of Service Agreement (this “Agreement”) is a legal agreement between You (as defined below) and Advisor 8 Inc. (“www.advisor8.com.” or “www.qapps.me” or “www.fbapps.me” or www.xoapps.me or any website related to Advisor 8 Inc.) and governs your use of the Advisor 8 Inc. services, web and mobile applications.

Advisor 8 Inc., (“Advisor 8 Inc.”) has developed certain technology, including web-based and mobile based software products. You desire to subscribe to the Advisor 8 Inc. service (defined below) and Advisor 8 Inc. desires to provide access to the Advisor 8 Inc. service to you on the terms and conditions set forth herein.

Each party represents and warrants that the person signing below on its behalf is a representative or agent of the company and has the authority to bind the company to the terms and conditions of this Agreement. For purposes of this Agreement the term “You” means such company and all of its directors, subsidiaries, managers, officers, employees and agents.

Advisor 8 Inc. is willing to provide access to the Advisor 8 Inc. Service and related documentation (defined below) to You only on the condition that You accept all of the terms and conditions set forth in this Agreement. By agreeing to this digital Agreement, you acknowledge that You have read this Agreement, understand it, and agree to be bound by it.

1. Definitions.

In addition to those terms defined elsewhere in this Agreement, the following words and phrases in initial capital letters shall have the meanings set forth below:

1.1 “Advisor 8 Inc. Service” or “Service” or “Services” or “Apps” or “Applications” means the web/mobile software as a service delivered by Advisor 8 Inc. to You using the Advisor 8 Inc. System.

1.2 “Advisor 8 Inc. System” means the technology, including the hardware and software, used by Advisor 8 Inc. to deliver the Advisor 8 Inc. Service to You in accordance with this Agreement.

1.3 “Content” means all content located on or contained in the Advisor 8 Inc. web/mobile sites or any other websites owned or controlled by Advisor 8 Inc.

1.4 “Data” means all data, materials or information provided by You, Your Users, employees, or any third party on Your behalf in connection with Your use of the Advisor 8 Inc. Service.

1.5 “Documentation” means the online materials, specifications or forms provided by Advisor 8 Inc. that describe the features, functionality or operation of the Advisor 8 Inc. Service and/or Advisor 8 Inc. Systems.

1.6 “Password” means the unique password assigned to each User for access to the Advisor 8 Inc. Services and the Advisor 8 Inc. Systems.

1.7 “Users” means You and/or Your employees, representatives, consultants, contractors or agents who are authorized to use the Advisor 8 Inc. Service on Your behalf pursuant to Your acceptance of this Agreement and Your payment of the appropriate license fees covering each User’s access.

2. Grant of License.

During the Term of this Agreement and subject to the terms of this Agreement, Advisor 8 Inc. hereby grants to You (and any authorized Users) a non-sublicensable, non-transferable, non-exclusive right and license to access and use the Advisor 8 Inc. Services, in accordance with the Documentation and solely for Your internal business operations.

3. Your Use of the Advisor 8 Inc. Services.

3.1 Access and Security Guidelines. You will choose or be provided with Passwords for each of its licensed User(s) on the Advisor 8 Inc. system. You will be responsible for ensuring the security and confidentiality of its Passwords. Each Password may be assigned to and used by only one individual User. You will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Advisor 8 Inc. Service, and will notify Advisor 8 Inc. promptly of any such unauthorized use. You shall not knowingly interfere with or disrupt the integrity or performance of the Advisor 8 Inc. Service or the data contained therein. You shall, at all times, comply with all applicable laws in its use of the Advisor 8 Inc. Service.

3.2 Your Data. You are solely responsible for its Data and shall not knowingly provide, post or transmit any Data or any other information, data or material that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; or (b) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information. Advisor 8 Inc. may take remedial action if Your Data violates this Section 3.2; however, Advisor 8 Inc. is under no obligation to review Your Data for accuracy or potential liability.

3.3 Restrictions on Use.

3.3 (a) You are responsible for all activities that occur under its user accounts. You will not, and will not attempt to (directly or indirectly): (a) reverse engineer, disassemble or decompile any component of the Advisor 8 Inc. Systems or Advisor 8 Inc. Services or otherwise attempt to discover any source code, underlying ideas or algorithms contained in the Advisor 8 Inc. System or Advisor 8 Inc. Service; (b) interfere in any manner with the operation of the Advisor 8 Inc. Service or the Advisor 8 Inc. System; (c) allow a third party to access the Advisor 8 Inc. Service or Advisor 8 Inc. System using Your User Accounts; (d), distribute, sell, resell, sublicense, assign or otherwise transfer to a third party any of its rights under this Agreement; (e) use the Advisor 8 Inc. Service or

Advisor 8 Inc. System for the benefit of a third party, for timesharing or to operate a service bureau; (f) copy, modify, translate or make derivative works based on any part of the Advisor 8 Inc. System, Advisor 8 Inc. Service or Documentation; (g) create Internet “links” to or from the Advisor 8 Inc. Service or Advisor 8 Inc. System, or “frame” or “mirror” any of Advisor 8 Inc. content which forms part of the Advisor 8 Inc. Service (other than on Your own internal intranets); (h) remove, cover, alter or obfuscate any logos, trademarks, internet links, confidentiality or proprietary rights notices, or any other notices or markings placed on or displayed by the Advisor 8 Inc. System, Advisor 8 Inc. Service or the Documentation; (i) publish or disclose to third parties the results of any evaluation or benchmark test run on the Advisor 8 Inc. System or Advisor 8 Inc. Service without Advisor 8 Inc.’s prior written consent; or otherwise use the Advisor 8 Inc. Service or Advisor 8 Inc. System in any manner that exceeds the scope of use permitted under this Agreement.

3.3 (b) You shall not and shall not allow any Users to (i) perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan on the Advisor 8 Inc. Service or Advisor 8 Inc. System without Advisor 8 Inc.’s prior written consent, or (ii) use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as “Robots”) in conjunction with the Advisor 8 Inc. Service or Advisor 8 Inc. System.

3.3 (c) You may not use the Advisor 8 Inc. Service or Advisor 8 Inc. System for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such list. You agree not to transmit, or permit Users to transmit, through the Advisor 8 Inc. Service or Advisor 8 Inc. System, any unlawful, harassing, libelous, abusive, threatening, vulgar, obscene or otherwise objectionable material of any kind. You agree to only use the Advisor 8 Inc. Service and Advisor 8 Inc. System for lawful purposes, in compliance with all applicable laws including, without limitations, copyright, trademark, obscenity and defamation laws. Unlawful activities may include, but are not limited to, storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm.

3.4 System Availability

Advisor 8 Inc. does not warrant that the Service will be uninterrupted, timely or error free. Advisor 8 Inc. has established internal system availability targets of better uptime.

3.5 All ideas submitted enhancement requested are owned by Advisor 8 Inc., unless otherwise mention everything submitted to our platform is owned by Advisor 8 Inc. that includes knowledge share etc.

4. Ownership.

4.1 Advisor 8 Inc. Technology. You acknowledge and agree that Advisor 8 Inc. or its suppliers retain all right, title and interest in and to (i) the Advisor 8 Inc. System, Advisor 8 Inc. Service, Documentation and all other software, materials, formats, interfaces, information, content and proprietary information and technology used by Advisor 8 Inc. or provided to You in connection with the Advisor 8 Inc. Service, (ii) all modifications and/or enhancements to the Advisor 8 Inc. System or Advisor 8 Inc. Service, (iii) the System Content, (iv) all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or learned as a result of Your use of the Advisor 8 Inc. Service, (v) all transactional and performance data related to the use of the Advisor 8 Inc. System and the Advisor 8 Inc. Service which Advisor 8 Inc. may collect,

use and disclose for its business purposes (including for purposes of software use optimization and product marketing) provided that such use does not reveal Your or any User's identity, any of Your Confidential Information, or any other personally identifiable information that belongs to You; (vi) all custom developed documents, designs, computer programs, computer documentation and other tangible materials created or prepared by Advisor 8 Inc. at Your request pursuant to a separate, written statement of work; and (vii) the Advisor 8 Inc. logo, and the product and service names associated with the Advisor 8 Inc. Service or otherwise contained on the Advisor 8 Inc. website, all of which are trademarks of Advisor 8 Inc. (all of the foregoing being referred to herein collectively as, the "Advisor 8 Inc. Technology"). You acknowledge and agree that the Advisor 8 Inc. Technology is comprised of intellectual property rights owned by or licensed to Advisor 8 Inc. all of which are protected by intellectual property laws.

4.2 Your Data. You retain all right, title and interest in and to your Data. You grant to Advisor 8 Inc. all necessary licenses in and to such Data solely as necessary for Advisor 8 Inc. to provide the Advisor 8 Inc. Service to You or as required by law. You will be solely responsible for providing all Data required for the proper operation of the Advisor 8 Inc. Service. Except as described in Section 4.1 above, Advisor 8 Inc. will not knowingly use or access any of Your Data unless authorized to do so by You and, in such circumstances, Advisor 8 Inc. will access and use Your Data only as required to perform services on Your behalf. On occasion, Advisor 8 Inc. may query data across all customers in aggregate to derive average spend amounts and metrics for benchmark reporting purposes. In all such cases, Advisor 8 Inc. will anonymize Your Data and in no event will Your Data be identifiable. When such benchmarking reports are derived, you will receive access to this data for its internal use.

5. Term and Termination.

5.1 Term. This Agreement will commence upon execution of this Agreement and will continue in effect in perpetuity unless and until terminated with thirty (30) days' advance written notice to the non-terminating party, or otherwise pursuant to these terms (the "Term").

5.2 Termination. Either party may terminate this Agreement and Your subscription to the Advisor 8 Inc. Service at any time and for any reason or no reason at all, in accordance with this Section 5.2 and/or Section 5.1; provided that if Your subscription is for a fixed period of time and You terminate the Advisor 8 Inc. Service without cause, you will be responsible for the payment of the fee for the full Term. You may terminate this Agreement and its subscription by providing written notice to Advisor 8 Inc. The only circumstances in which You will be entitled to any refund of fees paid for its subscription to the Advisor 8 Inc. Service upon termination of this Agreement are as follows: (a) in accordance with Section 7.1(b) below; or (b) Advisor 8 Inc. will refund to You any unearned fees in the event Advisor 8 Inc. unilaterally terminates this Agreement and Your subscription to the Advisor 8 Inc. Service without cause. As used in the previous sentence, "unearned fees" means all license fees actually paid by You for access to the Advisor 8 Inc. Service for the period in which this Agreement is terminated other than by You without cause, prorated to the number of days, or the number of unused prepaid expense reports remaining in such month after termination.

5.3 Obligations After Termination. Upon termination of this Agreement for any reason: (a) any amounts owed to Advisor 8 Inc. under this Agreement before such termination will become immediately due and payable; and (b) each party will return to the other, or destroy, all Confidential Information and other property of the other party in its possession or under its control. Advisor 8 Inc. agrees that upon any termination of this Agreement, Advisor 8 Inc. will allow You to access,

without the right to modify, enhance or add to, Your Data for ninety (90) days after termination. Any such termination shall not limit any other rights or remedies which Advisor 8 Inc. may hold, all of which are hereby reserved.

6. Payment.

6.1 You shall pay all invoices from Advisor 8 Inc. within 15 days from the date of Invoice. You shall pay all fees or charges to its account in accordance with the fees, charges, and billing terms as defined in this Agreement. Except as otherwise specifically provided in this Agreement, all payment obligations are non-cancelable and all amounts paid are nonrefundable. You may add Advisor 8 Inc. Services by executing an additional written Sales Order Form. All pricing terms are confidential, and You agree not to disclose them to any third party.

6.2 Advisor 8 Inc. charges and collects in advance for the total Advisor 8 Inc. cost for a subscription to the Advisor 8 Inc. Service, as detailed in this Agreement. Advisor 8 Inc. will invoice You for its monthly or annual service charges. Fees for other services will be charged on an as-quoted basis. If You received a free month for subscribing to the Service for a fixed term, the free month shall be the last month of the term. Advisor 8 Inc. collects Sales tax for all locations within the United States that require such tax based upon State and Local Sales tax laws. Outside of the United States, Advisor 8 Inc.'s fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and to the extent not exempt, you will be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Advisor 8 Inc.'s income. You agree to provide Advisor 8 Inc. with complete and accurate billing and contact information.

6.3 In addition to any other rights Advisor 8 Inc. may have, Advisor 8 Inc. reserves the right to suspend or terminate this Agreement and Your access to the Advisor 8 Inc. Service if payment for undisputed fees is not paid to Advisor 8 Inc. within the time periods provided for herein. If You or Advisor 8 Inc. initiates termination of this Agreement, you will be obligated to pay the balance due on its account. You agree and acknowledge that Advisor 8 Inc. has no obligation to retain Your Data and that such Data may be irretrievably deleted if Your account is ninety (60) days or more delinquent.

6.4 The Advisor 8 Inc. Pricing as described in this Agreement shall be maintained for period of Your subscription.

7. Earn Points – Win Big

1. Get 100 Points by Signing up

We'll add 100 Points to your account when you signup.

2. Get 100 Points by Referring an Advisor (QuickBooks Online ProAdvisor or Xero Advisor or FreshBooks Advisor)

We'll add 100 Points to your account when an Advisor signup and adds your reference code in their 'referred by' column.

3. Get Points with your company app subscription

When you pay the subscription either monthly or yearly, we'll add 1 Point for each dollar spent to your account.

4. Get 100 Points by Referring your client who uses QuickBooks Online or Xero or FreshBooks)

We'll add 100 Points to your account when your client sign up and adds your reference code in their 'referred by' column.

5. Get Points with your client app subscription

Promote to your clients. When your client pays the subscription either monthly or yearly, the points are calculated for each dollar spent and assigned to your account.

6. Get Points by Investing in Us.

Every dollar invested in us gets a point, please check the <https://wefunder.com/advisor> for further details. This is invitation only and intended for ProAdvisor/Advisor to make them part of the Advisor 8 Inc.

7. Find and submit a bug in the system and earn 100 points

Find a bug in the system and report it to our team. Every valid reporting gets you 100 points.

8. Submit an idea or feature to earn 100 points

Submit an idea or feature and you may Get 100 points if it is approved by Advisor 8 Inc.

9. Submit a review on QuickBooks Online or Xero or FreshBooks to earn 100 points

Submit a valid good rating review on QuickBooks Online or Xero or FreshBooks to earn 100 points if it is approved by Advisor 8 Inc.

Note:

1. QuickBooks Online ProAdvisor or Xero Advisor or FreshBooks Advisor anywhere in the world are eligible to participate.
2. Promote your six digit 'Referral Code'.
3. An individual or Firm or a Group/Team are eligible to claim the winnings.
4. This program begins on 1/November/2021
5. The BOD (Board of Directors of the Advisor 8 Inc.) shall decide and announce the end date of the program only after the ProAdvisors/Advisors registered in the system reaches 100,000.
6. A total of 1,257,500 million, Advisor 8 Inc. stock options are awarded as part of the promotional program to the ProAdvisors/Advisors.
7. The top winners (An individual or a Team) of the points shall be awarded stock options of the Advisor 8 Inc. as follows.
 - a. First – One million (1,000,000) stock options
 - b. Second – 100,000 stock options
 - c. Third – 50,000 stock options
 - d. Fourth – 40,000 stock options
 - e. Fifth – 30,000 stock options
 - f. Sixth – 20,000 stock options
 - g. Seventh – 10,000 stock options
 - h. Eighth – 5,000 stock options

- i. Nineth – 2,500 stock options
 8. No, you cannot open multiple accounts (rig the system) to get points.
 9. Advisor 8 Inc. reserves the right to change the offer terms or terminate the offer at any time without notice.
 10. Advisor 8 Inc. reserves the right to change the offer terms or extend the time limit or terminate the offer at any time without notice.
 11. Consult with your tax advisor about the appropriate tax treatment for this offer and any tax implications associated with receipt of the winnings.
 12. Advisor 8 Inc. does not take responsibility for any tax related issues.
 13. A team or group shall form a legal entity and represent as one in order to get the winnings.
 14. Advisor 8 Inc. shall only put a single entry in its Cap table for each category which comes to nine (9) entries. It is the responsibility of the participants to register a legal entity for this purpose. There is no need for an entity if the individual wins.
 15. Winners should abide by the terms of the Advisor 8 Inc. employee stock options.
 16. Points cannot be allocated to those who use trial versions of QuickBooks Online or FreshBooks or Xero software systems.
 17. Employees and Directors are not eligible to participate and their points will not be considered for adding to other teams.
8. Advisor 8 Inc. rules every business needs to know before posting on network.
- Keep things positive
 - Make your posts informative by giving "tips" and including links
 - Always Include images and your logo
 - Always respond to posts
 - All of your posts need to be engaging
 - You should be posting at least five times a week
 - Get feedback from your network
 - Be safe; We require every member to be civil and respectful as they engage on our platform.
 - Be Trustworthy; Do not share false or misleading content.
 - Be professional; Do not share junk mail, spam, chain letters, phishing schemes, or any other scams are also prohibited.
 - Respect others' rights and follow the law
 - Advisor 8 Inc. can distribute your content, annotate your content, and sell advertising on pages where your content appears. Advisor 8 Inc. can use multiple websites like advisorlinked.com, roadvisor.com etc. to promote your content.
 - Expect that your articles will be publicly available and can be shared.
 - Please don't publish anything you don't have permission to share. This includes other people's articles, things that you've found on the Internet, or content that belongs to your employer but not you. Most content on the Internet belongs to someone, and unless you have clear permission from the owner to share it, you shouldn't include it in your articles.
 - Advisor 8 Inc. may restrict, suspend, or terminate your account and/or disable your articles for any violation of the User Agreement.
 - Tell us if you see something unsafe, untrustworthy, or unprofessional.
 - We will communicate with you via email or the Services' user interface. It is your responsibility to keep your Services account e-mail address up-to-date so that you are able to receive electronic communications from us.

9. Warranty; Disclaimer of Warranties; Limitation of Liability.

9.1 Advisor 8 Inc. Warranty. Advisor 8 Inc. warrants that the Advisor 8 Inc. Service will perform substantially in accordance with the Documentation during the Term of this Agreement (the "Limited Warranty"). In the event of a breach of the Limited Warranty, Advisor 8 Inc.'s entire liability and Your exclusive remedy shall be, at Advisor 8 Inc.'s option, either (a) correction of the Advisor 8 Inc. Service so that it performs substantially in accordance with the Documentation, or (b) return to You the Fees actually paid by it for the prior twelve (12) months immediately preceding Your written notice to Advisor 8 Inc. specifying the breach of the Limited Warranty in detail, and cancellation of its subscription and this Agreement.

9.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1 ABOVE, THE Advisor 8 Inc. SERVICE, THE Advisor 8 Inc. SYSTEM AND ALL OTHER DATA, MATERIALS AND DOCUMENTATION PROVIDED OR MADE AVAILABLE BY Advisor 8 Inc. IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. Advisor 8 Inc. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. Advisor 8 Inc. DOES NOT WARRANT THAT THE Advisor 8 Inc. SERVICE WILL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE Advisor 8 Inc. SERVICE IS DONE AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR NETWORK, OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE Advisor 8 Inc. SERVICE.

9.3 Limitation of Liability. EXCEPT AS PROVIDED FOR HEREIN TO THE CONTRARY, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE Advisor 8 Inc. SYSTEM OR THE SERVICE UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE STRICTLY LIMITED TO THE FEES ACTUALLY PAID BY YOU TO Advisor 8 Inc. FOR THE Advisor 8 Inc. SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OF INJURY THAT GAVE RISE TO THE LIABILITY. ALL CLAIMS BY EITHER PARTY WILL BE AGGREGATED TO SATISFY THIS LIMIT AND MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. EXCEPT AS PROVIDED FOR HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, CLAIMS SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, INTERRUPTED COMMUNICATIONS, LOST OR INACCURATE DATA, OR LOST PROFITS, AND DAMAGES THAT RESULT FROM INCONVENIENCE, OR LOSS OF USE OF ANY INFORMATION OR DATA OF THE Advisor 8 Inc. SYSTEM OR Advisor 8 Inc. SERVICE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR OTHERWISE SHOULD HAVE BEEN AWARE OF, THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED HEREIN. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMITATIONS ON AMOUNT AND/OR TYPES OF DAMAGES SHALL NOT APPLY TO CAUSES OF ACTION OR DAMAGES CAUSED OR CREATED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, OR, THE LOSS OR MISUSE OF CONFIDENTIAL INFORMATION BY EITHER PARTY OR, BREACH OF ADVISOR 8 INC.'s INDEMNITY OBLIGATIONS UNDER SECTION. You may only resolve

disputes related to or arising from the Services with the Advisor 8 Inc. Entities on an individual basis and will not bring a claim in a class, consolidated, or representative action.

10. Indemnity.

10.1 Indemnity by Advisor 8 Inc. Advisor 8 Inc. will defend, indemnify and hold You harmless from all claims, losses, demands, liabilities, damages or judgments awarded by a court of appropriate and final jurisdiction, or any settlements, including all reasonable costs and expenses related thereto (including reasonable attorneys' fees), arising out of (i) any third party claims that the Advisor 8 Inc. Service or the Advisor 8 Inc. System infringes or misappropriates any presently existing United States patent, copyright, trademark or trade secret held by such third party; (ii) a breach by Advisor 8 Inc. of any of its obligations, representations, warranties or covenants contained in this Agreement; provided that and so long as: (a) You use the Advisor 8 Inc. Service and the Advisor 8 Inc. System in accordance with the Documentation; (b) You have adhered to its obligations under this Agreement; and (c) You promptly notify Advisor 8 Inc. in writing of any such claim, suit or proceeding and permit Advisor 8 Inc. to control the defense or settlement thereof and cooperate in the defense or settlement thereof.

10.2 Advisor 8 Inc. will have the option, at its expense, to employ counsel of its choosing to defend against such claim and to compromise, settle or otherwise dispose of the claim; provided, however, that no compromise or settlement of any claim admitting liability of or imposing any obligations upon You may be affected without Your prior written consent. You shall have the option to be represented by counsel at Your own expense.

10.3 You, at Advisor 8 Inc.'s expense, shall cooperate fully in such actions, making available employees, books and records reasonably necessary for the defense of such claim. If Advisor 8 Inc. refuses to defend or does not make known to You Advisor 8 Inc.'s willingness to defend against such claim within thirty (30) days after it receives notice thereof, then You shall be free to investigate, defend, compromise, settle or otherwise dispose of such claim in Your best interest and incur other costs in connection therewith, all at the expense of Advisor 8 Inc.

10.4 Should You be permanently enjoined by a court of competent jurisdiction from continued use of the Advisor 8 Inc. Service because it infringes or misappropriates a third party's presently existing United States copyright, patent, trademark or trade secret, Advisor 8 Inc. will (at Advisor 8 Inc.'s discretion): (i) obtain the appropriate licenses for You to continue to use the Advisor 8 Inc. Service; (ii) provide You with a non-infringing service equivalent to the Advisor 8 Inc. Service in terms of functionality and performance; or (iii) terminate this Agreement and refund to You the amount of the Fees actually paid by You for the prior twelve (12) months of access to the Advisor 8 Inc. Service.

10.5 Advisor 8 Inc. will have no obligation under this Section 8.1 with respect to any claim of infringement or misappropriation of a third party's proprietary rights to the extent such claim arises as a direct or indirect result of (a) any use of the Advisor 8 Inc. Service or Advisor 8 Inc. System in a manner other than as authorized in this Agreement; (b) any use of the Advisor 8 Inc. Service or Advisor 8 Inc. System in combination with other products, equipment, devices, software, systems or data not supplied by Advisor 8 Inc. to the extent such claim is directed against such combination; or (c) any alteration, modification or customization of the Advisor 8 Inc. Service or Advisor 8 Inc. System made by any party other than Advisor 8 Inc. if such infringement or misappropriation would not have occurred without such alteration, modification or customization. THIS SECTION 8.1 SETS

FORTH THE ENTIRE OBLIGATION OF Advisor 8 Inc. AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

10.6 Indemnity by You. You shall indemnify, defend and hold Advisor 8 Inc. harmless from all claims, losses, demands, liabilities, judgments, or damages awarded by a court of appropriate and final jurisdiction, including all reasonable costs and expenses related thereto (including reasonable attorneys' fees) arising from or relating to (a) use of the Advisor 8 Inc. Service or Advisor 8 Inc. System (including claims by any of Your customers or business partners) by You or any third party using a Password assigned to You; (b) a breach by You of any of Your obligations, representations, warranties or covenants contained in this Agreement; or (c) any claim alleging that Your Data, or the use of Your Data pursuant to this Agreement, infringes, misappropriates or violates the intellectual property or any other rights of a third party or otherwise causes harm to a third party.

11. Confidentiality.

11.1 Confidential Information. During the Term of this Agreement, each party will have access to certain information and materials concerning the other party's technology, business plans, employees, and customers that are confidential and of substantial value to such party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). Confidential Information of Advisor 8 Inc. shall include, without limitation, information specifically designated as confidential, the features and functions of the Advisor 8 Inc. Service and Advisor 8 Inc. System that are not available to the general public (including screen shots of the same), future product plans, the Documentation, performance and security test results (whether conducted by Advisor 8 Inc. or You), and any other proprietary, financial or business information supplied to You by Advisor 8 Inc. or learned by You in connection with this Agreement or Your subscription to the Advisor 8 Inc. Service. Your Confidential Information shall include, without limitation, Your Data, Your Personal Information, information specifically designated as confidential, business plans, and any other proprietary, financial, or business information supplied by You to Advisor 8 Inc. or learned by Advisor 8 Inc. in connection with this Agreement or Your subscription to the Advisor 8 Inc. Service. Except as otherwise expressly authorized under this Agreement, the receiving party hereunder: (i) shall not use any Confidential Information of the other party except as required to fulfill its responsibilities hereunder; (ii) shall not disclose the other party's Confidential Information to any third party; (iii) shall not be given any right, title, interest or license in or to any Confidential Information of the other party; and (iv) shall use all reasonable means to protect and maintain the secrecy of the other party's Confidential Information. Notwithstanding the foregoing, "Confidential Information" shall not include either party's information which is: (a) generally available to the public; (b) already in the receiving party's possession as of the commencement of this Agreement without restriction; (c) except as it relates to third party service providers of You, received by the receiving party from a third party not in violation of an obligation of confidentiality; (d) developed independently by either party without reference to the other party's Confidential Information; (e) the subject of the disclosing party's written consent authorizing disclosure; or (f) required to be disclosed by the receiving party by applicable law or legal process, provided that the receiving party immediately notifies the disclosing party so that the disclosing party may take steps to limit or prevent its disclosure. In the event of a breach of this Section, the parties agree that the non-breaching party will suffer irreparable harm and the total amount of monetary damages for any injury to the non-breaching party will be impossible to calculate and would therefore be an inadequate remedy. Accordingly, the parties agree that the non-breaching party shall be entitled to temporary, preliminary and permanent injunctive relief against the breaching party, its officers,

managers, directors, employees and agents, in addition to such other rights and remedies to which it may be entitled at law or in equity.

12. Miscellaneous.

12.1 Notification of Changes. Advisor 8 Inc. reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Advisor 8 Inc. Service at any time, effective upon posting of an updated version of this Agreement or the applicable policy on the Advisor 8 Inc. website or Advisor 8 Inc. Service. You are responsible for regularly reviewing this Agreement and any applicable policies. Continued use of the Advisor 8 Inc. Service after any such changes will constitute Your consent to such changes. If there are any changes in how Advisor 8 Inc. uses Your personally identifiable information, it will notify You by email.

12.2 Force Majeure. Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, acts of God or of the public enemy, domestic or foreign governmental acts, labor, fire, flood, epidemic, strikes, and/or freight embargoes.

12.3 General. This Agreement is governed by the laws of the State of Oregon, USA, without reference to its conflicts of laws principles. This Agreement sets forth the entire understanding and agreement between the parties and supersedes any prior or contemporaneous discussions, understandings, orders, requests or statements regarding the subject matter hereof, except for any additional payment terms which may be contained on a related Sales Order Form. No provision of this Agreement shall be modified, supplemented or waived without the express written authorization of both parties. Either party may assign not less than all of its rights and obligations under this Agreement in connection with a change of control to such party's successor. This Agreement shall be binding upon and inure to the benefit of Advisor 8 Inc.'s and Your successors and permitted assigns. You agree that Advisor 8 Inc. is providing these Services as an independent contractor and nothing herein shall be deemed to constitute a partnership, joint venture or other business collaboration. In the event of a dispute between Advisor 8 Inc. and You where the parties are unable to reach a mutually agreeable resolution, the dispute shall be submitted to a court of competent jurisdiction in order to protect its rights and interests. Payment of expenses, including attorneys' fees, shall be assessed by the court based on the extent to which each party prevails. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

12.4 Survival. Sections 1, 3, 4, 5.3, 7.2, 7.3, 8, 9 and 10 of this Agreement and all of Your payment obligations under this Agreement shall survive the termination or expiration of this Agreement for any reason.

Privacy

0. Who we are

This Privacy Notice applies to all products, applications and services offered by Advisor 8 Inc. a company incorporated in Oregon, USA with registration number 87-3151981 and whose registered office is in Portland, Oregon, USA.

1. SHARING DATA

We may share personal information with agents, affiliates, partners or other third parties that perform functions on our behalf, such as analytics, credit card processing, etc. These entities have access to the personal information needed to perform their functions and are obligated to maintain the confidentiality and security of that personal information. Service providers are not authorized to use the information we share with them for any purpose other than providing services to us or to you.

Required by Law: We may disclose information as required by law, such as in response to a subpoena, a lawful request by a public authority, including to meet national security or law enforcement requirements, or similar legal process, and when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a legal request.

1.1. 3RD PARTIES

Connected Apps At your discretion, you can allow 3rd party connections (we call them Connected Apps) to consume your Advisor 8 Inc. data for additional processing into your accounting software or extra cloud storage.

Bank Transactions At your discretion, you can enable Bank Transaction feeds into Advisor 8 Inc. from your selected institution. Advisor 8 Inc. does not store your bank login credentials.

1.2. CATEGORIES OF INFORMATION THAT WE COLLECT

The categories of information we may collect about you include:

Identifying Information: This category includes information such as name, address, telephone number, email address, banking information, credit card and debit card number, social security number, Federal Tax Identification number, account numbers, user name, Internet Protocol address ("IP address") and other online identifiers.

Commercial Information: This category includes information such as legal entity name, business entity or filing, registered agent, officers, directors, managers or members of an entity, communications contact, other business-related information, services purchased, and other purchasing or consuming histories or tendencies.

Internet Information: This category includes information such as your internet browser, browsing history on our website, search history on our website, information about the device you are using to access our website, and information regarding your interaction with our website or advertisements. We may also collect information about visitors to our website such as browser settings, operating systems, referring/exit pages and clickstream data.

Audio Information: If you interact with our customer service personnel, we may record the phone call or retain the email string for quality assurance purposes.

1.3. HOW WE USE YOUR INFORMATION

We use information we collect to help us personalize and continually improve your experience with our website. We may also use the information in the following ways:

Provide Services to you: We collect information to send you email or postal mail, perform tasks required to complete a purchase transaction, provide customer support, or provide other types of customer relationship management and fulfillment. We may also use your information to optimize or improve our Services and operations, for example training and quality assurance.

Fulfilling legal and compliance obligations: We collect information in order to fulfill our legal obligations. Examples of this may include satisfying regulatory screening requirements in connection with entity formations, responding to subpoenas and other legal requests for information, and maintaining records as required in our role as Registered Agent. We may also collect information for the purpose of detecting fraud or other suspicious activity.

Analytics: We collect information for use in performing various types of analytics. For example, we use information to analyze how visitors interact with our website, where visitors to our website arrive from and exit to, pages visited, links clicked, text entered and mouse movements to understand site usage, to detect fraud and potential threats and improve our services.

2. STORING DATA

Advisor 8 Inc. only stores the data it needs to function properly. Cloud Storage Advisor 8 Inc. provides subscribers an unlimited cloud service for storage of financial documents in the form of photos, pdfs, and metadata. This allows you access to your data from any of your devices anytime and use our instant server search to quickly access your documents from way back. All data is stored heavily encrypted. This way local engineers or physical intruders cannot get access to user data. You are in control of your data and can make changes to it anytime on web or mobile.

3. HOW WE USE YOUR DATA

Your data is only used to improve your product experience. In technical terms, this means enriching machine models that dramatically improve the accuracy of data extraction, data categorization and automation of your bookkeeping.

Invite your Accountant When you invite your accountant from your web app profile settings screen, Advisor 8 Inc. adds them to your team so they can access your data for tax purposes.

My Team If you are a part of a team, like your company, then the administrator has access to your data for reimbursement & tax purposes. This is the person who invited you to join the team. Please make sure you take the right steps to validate all invites.

4. DELETING DATA

Accounts If you would like to delete your account, you can do this by emailing help@advisor8.com Deleting your account permanently removes all your data you ever stored with Advisor 8 Inc. System. This action must be confirmed by you and cannot be undone. Documents Everything you delete from your account is deleted forever.

5. PAYMENT INFORMATION

Advisor 8 Inc. does not process payments from users and instead relies on PayPal, Stripe etc. (a 3rd party payment providers) to process payments around the world. It is the payment providers that handle and store your credit card details.

Credit card information When making a purchase, you enter your credit card details into a form supplied by the payment provider that will be processing the payment, and this information goes directly to the payment provider 's server. Your credit card information never reaches Advisor 8 Inc.'s servers. We do not access and do not store your credit card information. When you save your credit card info, it is saved on the respective payment provider's servers and the payment provider gives Advisor 8 Inc. a token that you can reuse for future payments. It is not possible to reconstruct your credit card info from the token.

6. SECURITY AND STORAGE OF INFORMATION

At Advisor 8 Inc., all communication is over HTTPS/SSL using TLS 1.2 – same stuff the banks use. Data at Rest is AES-256 encrypted and In Transit secured by HTTPS TLS 1.2. This means your data is super secure. Infrastructure is on Azure Cloud offered by Microsoft

7. COOKIES, ANALYTICS AND SUPPORT DATA

Cookies We only use session cookies to keep you logged into the product. Without session cookies you would not be able to login and maintain a session with Advisor 8 Inc.

Analytics & Traffic Data We use Google Analytics to better understand how you experience Advisor 8 Inc. This helps us build a better product for you and service your complimentary support enquiries. **Support Data** The information collected through chat or support email is no more than what you provide us when you signed up or during the support session.

8. PRIVACY POLICY CHANGES

Because of changes in technology and the growth and development of our business, or for other business reasons, we may need to modify this Privacy Policy from time to time, so please review it periodically. We will alert you by posting a copy of the new policy with its effective date on our site. We may also send you an email or provide you additional forms of notice of modifications or updates as appropriate under the circumstances. Your continued use of our service after any modification to this Privacy Policy will constitute your acceptance of such modification.

9. Oregon Privacy Rights

Advisor 8 Inc. does not currently disclose personal information to third parties for their direct marketing purposes.

10. FURTHER INFORMATION

If you have any queries about how we treat your information, the contents of this Privacy Notice, your rights under local law, how to update your records or how to obtain a copy of the information that we hold about you, please contact our Chief Security Officer at help@advisor8.com

General Data Protection Regulation (GDPR)

Data Processing Addendum between Advisor 8 Inc (advisor8.com, qapps.me, fbapps.me, xoapps.me or any related products/services) and User

This Data Processing Addendum (“DPA”) supplements our Terms of Service. This DPA applies to the extent you are using the Services in the context of your data processing activities that are subject to the EU General Data Protection Regulation (“GDPR”).

This DPA is entered into by Advisor8 Inc., (advisor8.com, qapps.me, fbapps.me, xoapps.me or any related products/services). You must have an existing Advisor 8 Inc Account or be a to accept this DPA on behalf of the legal entity that corresponds to your Account. By clicking “I accept”, you agree to enter into this DPA with Advisor 8 Inc. Collectively, you and Advisor 8 Inc are referred to in this DPA as the “parties”.

How to accept these terms:

To complete this DPA, you must click the “I accept” button below. Upon receipt of a time-stamped acceptance via the Advisor 8 Inc websites, this DPA will become legally binding between you and Advisor 8 Inc. If you do not have an existing Account, then you may not accept this DPA, and any attempt to do so will be void and of no effect.

1. General.

This DPA sets out data protection, security and confidentiality requirements with regard to the Processing of Personal Data (as each of these phrases is defined below) that is collected, disclosed, stored, accessed or otherwise processed by Advisor 8 Inc for the purpose of providing the Services.

2. Definitions.

When used in this DPA, these terms have the following meanings. Any capitalized terms not defined in this DPA have the meaning given in the Terms of Service.

“Applicable Law” means all applicable European Union (“EU”) or national laws and regulations relating to the privacy, confidentiality, security and protection of Personal Data, including, without limitation: the European Union Data Protection Directive 95/46/EC, as amended or replaced, from time to time, such as by the General Data Protection Regulation 2016/679 (“GDPR”), with effect from 25 May 2018, and EU Member State laws supplementing the GDPR; the EU Directive 2002/58/EC (“e-Privacy Directive”), as amended or replaced from time to time, and EU Member State laws implementing the e-Privacy Directive, including laws regulating the use of cookies and other tracking means as well as unsolicited e-mail communications; EU Member State laws regulating security breach notification and imposing data security requirements; and the Payment Card Industry (“PCI”) Data Security Standards;

“Data Controller” means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

“Data Processor” means the entity which Processes Personal Data on behalf of the Data Controller;

“Data Subject” means an identified or identifiable natural person to which the Personal Data pertain;

“Instructions” means this DPA and any further written agreement or documentation by way of which the Data Controller or its affiliates instruct the Data Processor to perform specific Processing of Personal Data;

“Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, that is collected, disclosed, stored, accessed or otherwise processed by Advisor 8 Inc for the purpose of providing the Services to you;

“Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“Pseudonymization” means the Processing of Personal Data in such a manner that the Personal Data can no longer be attributed to a specific Data Subject without the use of additional information;

“Sensitive Data” means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data, data concerning health, sex life or sexual orientation; and

“Sub-processor” means the entity engaged by the Data Processor or any further Sub-processor to Process Personal Data on behalf and under the authority of the Data Controller.

3. Processing of Personal Data.

3.1 Advisor 8 Inc as a Data Processor. The parties acknowledge and agree that to the extent Advisor 8 Inc operates and manages a website and web application for accountants and businesses, Advisor 8 Inc is acting as a Data Processor on your behalf, and you act as a Data Controller. Advisor 8 Inc will engage Sub-processors pursuant to the requirements set forth in Section 5 (“Sub-processors”) below.

3.2 Your Processing of Personal Data. You shall, in your use of the Services and provision of Instructions, Process Personal Data in accordance with the requirements of Applicable Law and provide Instructions to Advisor 8 Inc that are lawful. You shall ensure that Data Subjects are provided with appropriate information regarding the Processing of their Personal Data and, where required by Applicable Law, you shall obtain their consent to such Processing.

3.3 Advisor 8 Inc., Processing of Personal Data. To the extent that Advisor 8 Inc is acting as a Data Processor, Advisor 8 Inc will: (a) Process Personal Data in accordance with the Instructions of the Data Controller and this DPA; (b) ensure that any person authorized by Advisor 8 Inc to Process Personal Data is committed to respecting the confidentiality of the Personal Data; (c) provide reasonable assistance to the Data Controller, at the expense of the Data Controller, in ensuring compliance with the obligations of the Data Controller under Applicable Laws, taking into account the nature of the Processing and the information available to the Data Processor; (d) contribute to audits or inspections conducted by Advisor 8 Inc authorized auditors by making available to the Data Controller upon reasonable request the respective audit reports (no more frequently than once per year) provided that the Data Controller enters into a non-disclosure agreement with

Advisor 8 Inc regarding such audit reports; and (e) provide reasonable assistance to the Data Controller, upon request, and, at the expense of the Data Controller, facilitate the Data Controller's compliance with its obligations in respect of conducting data protection impact assessments and consulting with a supervisory authority, as required by Applicable Law.

3.4 Details of the Processing. The subject-matter of Processing of Personal Data by Advisor 8 Inc is the performance of the Services pursuant to the Terms of Service. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule A to this DPA.

4. Rights of Data Subjects.

4.1 Data Subject Requests. Advisor 8 Inc will, to the extent permitted by Applicable Law or other applicable legal or regulatory requirements, inform you of any formal requests from Data Subjects exercising their rights of access, correction or erasure of their Personal Data, their right to restrict or to object to the Processing as well as their right to data portability, and will not to respond to such requests, unless instructed by you in writing to do so.

4.2 Assistance by Advisor 8 Inc. Advisor 8 Inc shall, upon your request, provide reasonable efforts to assist you in responding to such Data Subject requests, and to the extent legally permitted, you shall be responsible for any costs arising from Advisor 8 Inc provision of such assistance.

5. Sub-Processors.

5.1 Appointment of Sub-Processors. You acknowledge and agree that: (a) Advisor 8 Inc affiliates may be retained as Sub-Processors; and (b) Advisor 8 Inc and its affiliates may engage third-party Sub-Processors in connection with the provision of the Services. Advisor 8 Inc or an Advisor 8 Inc affiliate will enter into a written agreement with the Sub-Processor imposing on the Sub-Processor data protection obligations comparable to those imposed on Advisor 8 Inc under this Agreement with respect to the protection of Personal Data. In case the Sub-Processor fails to fulfill its data protection obligations under such written agreement with Advisor 8 Inc, Advisor 8 Inc will remain liable to you for the performance of the Sub-Processor's obligations under such agreement, except as otherwise set forth in the Terms of Service. By way of this DPA, the Data Controller provides general written authorization to Advisor 8 Inc as Data Processor to engage Sub-Processors as necessary to perform the Services.

5.2 List of Current Sub-Processors. Advisor 8 Inc shall make available a list of Sub-Processors for the Services. A current list of the Advisor 8 Inc Sub-Processors can be found in 5.4. Advisor 8 Inc will update the list to reflect any addition, replacement or other changes to Advisor 8 Inc Sub-Processors.

5.3. Objection Right for New Sub-Processors. You may reasonably object to Advisor 8 Inc use of a new Sub-Processor on legitimate grounds, subject to the termination and liability clauses of the Terms of Service. The Data Controller acknowledges that these Sub-Processors are important or essential to providing the Services and that objecting to the use of a Sub-Processor may prevent Advisor 8 Inc from offering the Services to the Data Controller.

5.4 To support Advisor 8 Inc in delivering our services, we may engage third party service providers to assist us with its data processing activities. When we work with these service providers in our capacity as a data processor, the third-party service provider is a sub-processor ("Sub-processor"). Our Sub-processors are all subject to contract terms or terms of service that

enforce compliance with applicable data protection laws. Contact us at help@advisor8.com for the list of Sub-processors.

6. Security.

6.1 Controls for the Protection of Personal Data. Each party shall implement and maintain appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Personal Data, including, where appropriate: (a) Pseudonymization and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services involved in the processing of Personal Data; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regular testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Personal Data.

6.2 Personal Data Incident Management and Notification. Advisor 8 Inc will implement and maintain a data security incident management program, compliant with Applicable Law, that addresses management of data security incidents including a loss, theft, misuse, unauthorized access, disclosure, or acquisition, destruction or other compromise of Personal Data ("Incident"). Except to the extent necessary to comply with applicable legal, regulatory or law enforcement requirements, Advisor 8 Inc will inform you without unreasonable delay in accordance with Applicable Law after it becomes aware of any Incident that has occurred in its systems which affects Personal Data processed on your behalf.

7. Return and Deletion of Customer Data.

Advisor 8 Inc will delete or return all Personal Data to the Data Controller at the end of the provision of the Services, and delete existing copies, unless further storage of the Personal Data is required or authorized by Applicable Law.

8. Data Transfers

8.1 Data Transfer Mechanism. The parties agree that Advisor 8 Inc may transfer Personal Data processed under this DPA outside the European Economic Area ("EEA") or Switzerland as necessary to provide the Services. If Advisor 8 Inc transfers Personal Data protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, Advisor 8 Inc will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Applicable Law.

9. Advisor 8 Inc Role as Data Controller.

The Parties acknowledge and agree that to the extent Advisor 8 Inc processes Personal Data, Advisor 8 Inc is acting as a Data Controller with respect to the Processing of Personal Data it receives from or through you.

10. Termination.

This DPA will have the same duration as and will be subject to the termination terms of the Terms of Service. The obligations of Advisor 8 Inc to implement appropriate security measures with respect to Personal Data will survive the termination of this DPA and will apply for so long as Advisor 8 Inc retains Personal Data. In the event of a conflict between this DPA and the Terms of Service, this DPA will apply to the extent of the inconsistency.

11. Limitation of Liability.

Each party's (including their respective affiliates') liability, in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Terms of Service, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its affiliates under the Terms of Service and all DPAs together.

12. Governing Law.

This DPA and any dispute or claim arising out of or in connection with this DPA or its subject matter shall be governed by, and construed in accordance with, the laws of Ireland.

If you have any questions about our GDPR policy, please [contact us](mailto:help@advisor8.com) at help@advisor8.com.

Trademark Policy

Advisor 8 Inc reserves all rights of ownership of our trademarks. These trademarks include the Advisor 8 Inc and its brands logo and other designs and logos owned and used by Advisor 8 Inc, as well as Advisor 8 Inc and its brands product and service names. Advisor 8 Inc and its brands trademarks are important corporate assets, and Advisor 8 Inc requires that they be used only in accordance with this Trademark Policy. LOGOS Advisor 8 Inc limits the use of our logos. You may not use Advisor 8 Inc and its brands logos unless you have the express written permission of Advisor 8 Inc, or are licensed by Advisor 8 Inc to do so. Permissible use of Advisor 8 Inc and its brands logos must comply with this Trademark Policy, any license or usage requirements for the logos, and any brand guidelines. TRADEMARK USAGE “Fair use” of Advisor 8 Inc and its brands trademarks, that is, use by a third party without express permission or license, is limited to text-only references to Advisor 8 Inc and its brands trademarks such as product and service names, and excludes Advisor 8 Inc and its brands logos. In such references, you must be truthful, must not disparage Advisor 8 Inc, and must not mislead the public. You must be clear and accurate as to the nature of the relationship between Advisor 8 Inc and your company, our products, and our services. When making fair use of Advisor 8 Inc and its brands trademarks, you must properly mark and attribute them. The first reference in text to an Advisor 8 Inc and its brands trademark must be followed by the proper trademark symbol. The proper symbol for registered trademarks is TM. When an Advisor 8 Inc and its brands trademark is used, you must acknowledge Advisor 8 Inc’s ownership in the following manner: “[insert permissible mark] [is a/are] trademark[s] of Advisor 8 Inc.” In order to preserve our reputation and protect our trademarks, Advisor 8 Inc guards against infringement and dilution of our trademarks. Use of Advisor 8 Inc and its brands trademarks together with counterfeit products, software, solutions or services or Advisor 8 Inc and its brands products, software, solutions or services obtained from sources other than authorized Advisor 8 Inc and its brands sources is prohibited and will not be tolerated. You can minimize your risk of unauthorized use of Advisor 8 Inc and its brands trademarks by adhering to the following guidelines:

- Do not use the Advisor 8 Inc and its brands corporate logo or any other Advisor 8 Inc and its brands logo without the express written consent of Advisor 8 Inc and its brands.
- Do not alter, adapt or modify any Advisor 8 Inc and its brands trademark.
- Do not use an Advisor 8 Inc and its brands trademark in a manner that is likely to cause confusion about the origin of any product, service, program, material or other offerings.
- Do not use an Advisor 8 Inc and its brands trademark or name in a manner that is likely to give the impression or otherwise imply an affiliation or association between you, your products or services, and Advisor 8 Inc and its brands, or any of our products, services, programs, materials, or other offerings.
- Do not use any Advisor 8 Inc and its brands trademark or name as or as part of a company, product, service or program name.
- Do not use an Advisor 8 Inc and its brands trademark or name in a manner that is likely to dilute, defame, disparage, or harm the reputation of Advisor 8 Inc and its brands.
- Do not use, register or seek to register any trademark, name, or designation that is confusingly similar to the Advisor 8 Inc and its brands name or any Advisor 8 Inc and its brands trademark.

- Do not copy or imitate any Advisor 8 Inc and its brands design, type style, logo, product packaging, or the look, design, or overall commercial impression of any Advisor 8 Inc and its brands website, blog, or other materials.
- Do not register or use any domain name that incorporates any Advisor 8 Inc and its brands mark or name.
- Do not use the Advisor 8 Inc and its brands trademark name for a product or service as a noun, or in the plural form.
- Always use the proper spelling for Advisor 8 Inc and its brands' trademarks.
- **DISCLAIMER** This Trademark Policy is not intended to serve as legal advice. Should you have questions regarding your legal rights or duties, please consult your own attorney. Should you have further questions regarding Advisor 8 Inc's Trademark Policy, please contact Advisor 8 Inc.

Security and Reliability Safeguards

At Advisor 8 Inc and its brands we know that our customers rely on us as an important part of their business processes and record keeping. We take our responsibilities to our customers seriously, and the security and reliability of the software, systems and data that make up the Advisor 8 Inc and its brands application are our top priority.

All information traveling between your browser and Advisor 8 Inc and its brands is protected from eavesdroppers with 256-bit SSL encryption. The lock icon in your browser lets you verify that you aren't talking to a phishing site impersonating Advisor 8 Inc and its brands and that your data is secure in transit.

1. Firewalls

The Advisor 8 Inc and its brands application – including your data – rests securely behind firewalls.

2. Vulnerability scanning

Advisor 8 Inc and its brands' servers are scanned for vulnerabilities regularly and any newly-identified problems are addressed as quickly as possible.

3. Strong encryption

Advisor 8 Inc and its brands uses industry standard encryption protocols and practices to responsibly transmit sensitive information (including cardholder data).

4. Physical security

The Advisor 8 Inc and its brands servers are located in state-of-the-art datacenters, which provide biometric access controls, constant surveillance, redundant power feeds and generators, robust fire suppression, and carefully monitored climate control to protect the servers that store your data and manage your billing.

5. PCI Compliance and Card Holder Data

Cardholder data should only be input by the user in areas that explicitly require it. Advisor 8 Inc and its brands handles cardholder data in accordance with PCI Data Security Standard requirements.

Where cardholder data storage is required (i.e., automatic payments on recurring templates) Advisor 8 Inc and its brands leverages PCI DSS Level 1 Compliant partners who undergo an annual audit of its infrastructure. In addition, Advisor 8 Inc and its brands maintains its PCI DSS Level 1 compliance and has its audit conducted by an independent third-party on an annual basis.

6. Secure Development Practices

Advisor 8 Inc and its brands developers follow the secure development practices described in OWASP. Furthermore, we subscribe and adhere to the principals of least access.

7. Breach Notification

If there is a security and/or privacy breach that occurs, we will notify the necessary authorities and impacted customers within the legally required timelines based on the Applicable Data Protection Law.

8. Reliability

The Advisor 8 Inc and its brands infrastructure uses redundant storage and servers to keep the application and your data available in the case of hardware failure – and another set of servers and storage in a geographically separate datacenters in case our primary datacenter is made unavailable by a disaster or other disruption.

9. Managed hosting

The Advisor 8 Inc and its brands Application utilizes Microsoft Azure for hosting requirements. With a vast array of clients with varying needs, GCP provides an environment that allows for the fast delivery of features, continued product innovation, reliable security and stability and a reduced chance of downtime.

10. Backups

The data in your Advisor 8 Inc and its brands account is replicated across multiple database servers in two geographic locations to prevent a single failure from causing data loss.

Cookie Policy

Like many web-based service providers, Advisor 8 Inc., and its affiliates and brands utilizes “cookies” in connection with the use of our “Services”. This cookie notice provides information about how and when we use cookies and other similar tracking technologies on our platforms and our websites. To better understand how we use the data collected through these technologies, please read our Privacy Policy.

What are cookies?

A cookie is a small text file that is transferred by a web server and stored on the hard drive of your computer or mobile device when you visit certain websites. Generally, cookies are used to make your browsing experience better by allowing a website to remember your actions and preferences (for example, your authentication status). Cookies also provide information on how people may use a website (for instance, whether it’s their first time visiting or if they are a frequent visitor).

What cookies do we use and why?

We use a number of different cookies to provide you with our Services, to monitor usage and performance, to customize and improve your experience, and to facilitate our marketing, social and advertising activities.

Strictly Necessary Cookies

We use a small number of cookies that are necessary to allow you to use our Services. The use of these cookies is essential for our Services to work. For example, we use session cookies for the duration of a session to keep track of a user’s identity and authentication status.

Functional Cookies

We use third party tools to help customize our website and to remember choices you’ve made, some of which may use cookies or similar technology in order to function. For example, we use tools like Hello Bar and Proof to customize messaging for website visitors.

Analytics and Reporting Cookies

We use many tools to help us improve our Services and the overall user experience for our customers and website visitors. To this end, we use reporting and analytics cookies to collect information about how you use our website, and how often.

For example, we use Google Analytics and other third-party analytics providers to help measure how users interact with our website content and product features. For more information on Google Analytics, visit Google’s information page.

Marketing and Advertising Cookies

We use a number of tools to help us with our marketing efforts, some of which may use cookies or similar technology. Marketing and advertising cookies are used on our marketing website to tailor marketing to you and your interests and provide you with a more personalized service in the future. These cookies remember that you visited our website and we may verify this information with third-parties, such as advertisers. Although these cookies can track your device’s visits to our website and other sites, they typically cannot personally identify you.

Social and Content Cookies

Social and content cookies are placed by many social media plugins (for example, the Facebook “like” button), and other tools meant to provide or improve the content on a website (for example, services that allow the playing of video files, or that create comments sections). We integrate some of these modules into our website to improve the experience of browsing and interacting with our content. Some of these third party services may place cookies that are also used for things like behavioral advertising, analytics, and/or market research.

How to opt-out, remove or prevent the setting of cookies

Most browsers give you the ability to manage cookies to suit your preferences. In some browsers you can set up rules to manage cookies on a site-by-site basis, giving you more fine-grained control over your privacy. This means you can disallow cookies from all sites except those that you trust. To customize your cookie management preferences for your browser, please consult the documentation that your browser manufacturer provides.

For display advertising, you may opt out at any time by visiting your Google Ads Settings page or by installing and running the Google Analytics Opt-out Browser Add-on. The Network Advertising Initiative has also developed a tool available here that may help you understand which third parties have currently enabled cookies for your browser and opt-out of those cookies.

In addition, on your iPhone, iPad or Android, you can change your device settings to control whether you see online interest-based ads.

Please keep in mind that removing or blocking cookies can negatively impact your user experience and parts of our website or Services may no longer be fully accessible.