

These Terms and Conditions are a binding Agreement between your organization and SmartFin99. By downloading and installing our software or using our service you represent that the organization and enter into a legal obligation and agree to these Terms and Conditions.

1. Scope of Agreement SmartFin99 shall provide access to its financial management services to the User under following conditions. By registering on our website <http://app.smartfin99.com>, the User agrees with the terms specified in this Agreement. The Agreement is deemed established as soon as the User's name and password has been displayed on screen or sent by SmartFin99's organisation via e-mail. If specifications exist on our website which are contradictory to these terms, the latter prevail.
2. Authorization and Authentication. After User has completed the online registration, a Username and password will be confirmed and sent to the User via e-mail. The User agrees that all website activities which can be traced to their Username and password are deemed as having been performed by the User themselves and are legally binding for them. The User is responsible for careful use and storage of the Username and password. We recommend changing the assigned password when first using the service; additionally, we urge the User to change the password regularly and take other appropriate measures to prevent misuse or theft of login information.
3. Risks The User agrees that, by definition, access to the Internet, the Mobile Network and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The User agrees to bear full and exclusive responsibility arising from such risks and consequences of the User's usage of SmartFin99 services. The User agrees that all website activities which can be traced to the Username and password are deemed as having been performed by the User themselves and are legally binding for the User.
4. Limitation of Liability. The services and all information, products and other content (including third party information, products and content) included in or accessible from this website, are provided "as is" and are subject to change at any time without notice to the User. To the fullest extent permitted by law, SmartFin99 disclaims all representations and warranties (express, implied and statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose, and non-infringement of proprietary rights) as to the services provided and all information, products and other content (including third party information, products and content) that is included in or accessible from this web site. In no event shall SmartFin99 or any of its affiliates or content providers be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, unauthorized use,

performance or non-performance of this web site or the services.

5. Permitted Use of Software Alteration of the materials or use of the materials for any other purpose, including use of any such material on any other web site or networked computer environment, is absolutely prohibited.
6. Copyright & Trademarks SmartFin99 respects the intellectual property of others, and we ask our Users to do the same. SmartFin99 may, in appropriate circumstances and in its sole judgment, terminate the accounts of SmartFin99s who violate the intellectual property rights of others. The SmartFin99 software, name and logo are trademarks of Yours Nine9. All other trademarks that appear within The SmartFin99 software service are trademarks of their respective owners. Partners of SmartFin99 may also have supplementary proprietary rights in the content that they offer through the service of the SmartFin99 software. The User may not change, publish, transmit, partake in the transfer or sale, create imitative works, or in any way exploit, any of the Content, in whole or in part. Software made available by SmartFin99, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to User by SmartFin99 pursuant to a license agreement governing the Software. SmartFin99 does not transfer title of the Software to the User. User may not redistribute, sell, decompile, reverse engineer, disassemble, or in any other way reduce the Software to a human-readable form.
7. Update Service. During the term of the Plan, SmartFin99 will provide updates to the licensed software. "Update" means each version of the licensed software released for distribution by SmartFin99 that incorporates one or more program fixes, enhancements, or improvements as designated by release level 1.x. "Updates" excludes new products announced by SmartFin99 that require additional license fees and which provide more functionality than the software version initially licensed, as designated by the release x.0 ("Upgrade"). During the term of the Plan, SmartFin99 will provide category updates to the licensed software as defined by the software purchased. Each software product as sold has a defined category update frequency. To benefit from category updates User is responsible to ensuring software purchased has Internet connectivity to the SmartFin99 online service.
8. Hardware Support Service for Appliances. During the period of time or term of the Software Maintenance Plan (the "Plan"), for which the User has paid Smartfin99, for the services described in this Plan, SmartFin99 will provide technical support relating to product hardware included within the purchased product. SmartFin99 warrants the hardware as purchased during the term of the Plan. Warranty only covers manufacturer defects during the initial term of the Plan. Subsequent time or extensions of the Plan will only extend the warranty period if Hardware Maintenance is included in the extended Software Maintenance Plan.
9. Website <http://www.smartfin99.com> SmartFin99 is an independent website, and provides financial management services to Users as described on the website <http://www.smartfin99.com>.

- 9.1. Access to <http://www.smartfin99.com> SmartFin99 makes its best efforts to provide a financial management services on the website 24 hours a day, 7 days a week, 365 days a year. In order to use the service, the User must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. All fees are payable upfront, prior to credits being activated. In addition, the User must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.
 - 9.2. Delivery The User acknowledges that SmartFin99 will deliver a financial management system and will do its best to provide services to the User but cannot be held responsible for issues beyond its control (i.e. network failures/delays, carrier failures/delays, other technical failures etc).
 - 9.3. Termination or Cancellation by the User. The User is free to terminate or cancel this Agreement at any time, and for any reason; provided, however, for such termination or cancellation to be effective, the User must carry out such termination in accordance with the policies and procedures established by SmartFin99 which will be posted in the Billing Information section or similar location within the SmartFin99 website. Any questions concerning the appropriate method by which to cancel this Agreement, should be addressed to complaints@SmartFin99.com.
10. Liability
- 10.1. Disruptions and Damages If the User causes damages or disruptions of the website or system applications of SmartFin99 with a malicious purpose, the User becomes liable for all direct and incidental consequences and associated costs and the User shall compensate SmartFin99 at the expense and responsibility of the User.
 - 10.2. Financial Management Content The User assumes full responsibility for the content of the learners and the financial records entered, uploaded or otherwise by themselves or by a third party on their request. The User agrees to abide by all laws and regulations applicable to the content and intent of financial records uploaded by them. The User assumes liability for all consequences and costs arising out of offenses against such regulations. The User must ensure that their financial records uploaded do not cause disturbance or harassment of a recipient or other third party. The User agrees to refrain from uploading content containing offensive, violent, pornographic, or discriminatory, or otherwise illegal content. The User agrees to indemnify and hold SmartFin99, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content the User transmitted through the service, the User's use of the service, the User's connection to the service, the User's violation of the Terms of Use, or the User's violation of any rights of another.
 - 10.3. Termination The User agrees that SmartFin99 in its sole discretion, may terminate the User's account (or any

part thereof) or use of the service, and remove and discard any content within the service, for any reason, including, without limitation, if SmartFin99 believes that the User has violated or acted inconsistently with the letter or SmartFin99 Terms of Use. SmartFin99 may also in its sole discretion and at any time discontinue providing the service, or any part thereof, with or without notice. The User agrees that any termination of their access to the service under any provision of this Terms of Use may be affected without prior notice, and acknowledges and agrees that SmartFin99 may immediately deactivate or delete their account and all related information and files in their account and/or bar any further access to such files or the service. Further, the User agrees that SmartFin99 shall not be liable to them or any third-party for any termination of their access to the service.

- 10.4. Financial obligations of User upon Termination and/or Cancellation Should the termination of services result in a situation where the User still has funds/content in their account balance, the User shall forfeit these funds.
- 10.5. Property All communication media and systems associated with SmartFin99's website and the underlying services remain the property of SmartFin99. By using the services, the User does not obtain any rights in the infrastructure, content or software associated with the services.
11. Interpretation If any term of this Agreement is held invalid, illegal or unenforceable, the remaining portions shall not be affected. The User must comply with all laws, regulations, obligations and restrictions that apply to them. This Agreement may not be modified, except in writing signed by an authorized officer of SmartFin99. No failure or delay in enforcing any term, exercising any option or requiring performance, shall be a waiver of that or any other right.
12. Modification of Terms SmartFin99 frequently updates, modifies, and otherwise continually seeks to improve the SmartFin99 services and products. Such changes often dictate that SmartFin99 simultaneously modify the Terms of Use. As such, SmartFin99 shall have the right to modify the terms of this Agreement and to change or discontinue any aspect or feature of the SmartFin99 service, in either case, as it deems reasonably necessary. Such changes shall be effective immediately upon posting of such addition, change, or deletion. Any use by the User of the Service after any such change has been posted, shall constitute the acceptance of any such changes. If the User does not agree with any such changes, the Service may be cancelled in accordance with the procedures for cancellation set forth in this Agreement. The User acknowledges its responsibility to review this Agreement from time to time and to be aware of any such changes.
13. Fees and Billing
 - 13.1. The fees for Maintenance Service under this Agreement shall be the amount set forth herein this Agreement. If payment terms are not set forth herein this Agreement, User shall pay maintenance charges in accordance with the payment terms set forth on the applicable invoice. All fees charged by SmartFin99

pursuant to this Agreement are exclusive of all taxes, duties and similar fees now in force or enacted in the future.

14. Invoice and Payment SmartFin99 will invoice User for the appropriate amount, and User will pay any undisputed invoice within seven (7) days of receipt of that invoice by User.
15. Maintenance Invoices Invoices for maintenance will be delivered to User by SmartFin99 no later than thirty (30) days prior to the expiration of the initial Warranty Period and each subsequent Maintenance Period that is offered on an annual basis pursuant to Section 15 hereof. Failure to deliver said invoice at least thirty (30) days prior to the expiration date will have the effect of extending the current warranty or Maintenance Period to thirty (30) days after receipt of the invoice by User. All notification periods for renewal of maintenance will be extended for thirty(30) days after receipt of SmartFin99's invoice.
16. Maintenance Services
 - 16.1. Maintenance (Overview) Maintenance is not linked to usage or Software License rights. Maintenance is an option, to be acquired at sole option of User. Cancellation of Maintenance Services by User will not in any way affect the Software Agreement and the grant of License herein. Maintenance shall include options to renew and if elected by User, shall commence upon expiration of the warranty under Section 14 and shall be renewed on an annual basis. Renewal of maintenance shall be by invoice and payment as provided in Section 15.1.
 - 16.2. Maintenance Fees So long as User pays the Maintenance Fees as specified in Section 16.1, SmartFin99 shall provide to User all generally publicly available improvements and additions to the functionality, as well as new functions, of the Software and provide the Maintenance services as specified herein. SmartFin99 shall maintain the Software so that it operates in conformity with all descriptions and Specifications herein or as otherwise provided by SmartFin99, including Specifications for the performance of all improved or modified versions of the Licensed Software which the User has been licensed to use. Maintenance services shall include, at a minimum, the detection and correction of any software errors and the implementation of all program changes, updates, upgrades, and installation of additional programs provided under this Agreement discovered by the User or otherwise made known to SmartFin99. SmartFin99 agrees to respond to User inquiries regarding the use and functionality of the Software as issues are encountered by Authorized Users.