

# Terms Of Use

Tuolumne Books provides the Service to you in accordance with and subject to the following Terms of Service (these "Terms"). These Terms are part of the Agreement and set forth the terms and conditions under which you may use the Service in accordance with the Agreement and govern your access to and use of all software, mobile apps, websites and related services provided to you by Tuolumne Books LLC (collectively, the "Services").

Please read these Terms carefully before you begin using the Services. By using the Services or signing up for an account, you accept and agree to be bound by and comply with these Terms, the Privacy Policy and other applicable policies, engagement letters, and terms of the Agreement. **If you do not agree to the entire Agreement, you may not access or use the Services.**

## 1. Definitions

The accompanying definitions apply to these terms:

**"Agreement"** signifies these Terms, notwithstanding our Privacy Policy, other current policies as posted on the website, Engagement letters and any other electronic or composed agreement essentially between or pertinent to Tuolumne Books and Customer administering the agreement of the Service to you, as corrected every now and then.

**"Control"** signifies, for motivations behind this definition, immediate or roundabout proprietorship or control of over half of the voting interest of the subject entity.

**"Customer"** signifies you or your company or employer.

**"Fees"** means the fees for provision of the Services as described on the Tuolumne Books Website or otherwise set out in our Portal or onboarding paperwork, including but not limited to Subscription Fees, Hourly Fees, Payment Service Fees (as applicable).

**"Personal Data"** means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws).

**"Process"** and **"Processing"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, including 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.

**"Payment Service Fees"** means the service fee for the processing of payments as described on the Tuolumne Books Website or otherwise set out in your Portal or onboarding paperwork.

**"Proposal"** refers to a proposal for accounting or other professional services ("Professional Services") that a Logged-In User has created through the Services to send to a Client.

**"Service(s)"** means the bookkeeping, payroll or tax services made available (as may be changed or updated from time to time by Tuolumne Books) via the website.

**"Website"** means the Internet site at the domain [www.books.tuolumnegroup.com](http://www.books.tuolumnegroup.com) or any other site operated by Tuolumne Books.

**"Tuolumne Books"** means Tuolumne Books LLC and all current and future global subsidiaries of Tuolumne Books LLC.

**"TOS"** Terms of Service

**"You", "Your", "User", or "Customer"** refers to anyone accessing or subject to the Service.

"User" refers to the individual who has created an account to use the Services for their own benefit and / or on behalf of a company, partnership, association or other legal entity (a "Legal Entity"). When a User has created an account to use the Services and is logged in, they may be referred to in these TOS as a "Logged-in User". The Legal Entity that the User is representing may be referred to in these TOS as a "Professional Services Provider".

## 2. Use of the Service

The Service is licensed for use only under these Terms. Tuolumne Books reserves all rights not expressly granted to you, including title and exclusive ownership of the Service

## 3. Payment Terms and Fees

Provided prior notice of pricing is given to you, Tuolumne Books reserves the right to charge you for use of the Service on a periodic (e.g., weekly or monthly) basis or otherwise. These Terms shall begin upon your registration for the Services and shall continue until your use of the Service is terminated by you or by Tuolumne Books. You are responsible for all fees due to Tuolumne Books under the Billing Policy and any compensation due prior to the termination date.

We may change the fees in effect on renewal of your subscription, to reflect factors such as changes to our product offerings, changes to our business, or changes in economic conditions or other reasons. You will be notified by email prior to any price changes, and you'll have the opportunity to cancel your subscription before the new fee comes into effect. Continued use of the service will be considered acceptance of the then-current pricing. Tuolumne Books may at its sole discretion choose to honor past fee rates or discount current rates for some or all of its customers.

## 4. Other Terms

Your rights under these terms will automatically terminate without notice from Tuolumne Books if you fail to comply with any provision of these Terms. Further, Tuolumne Books may terminate the Service for any action taken by you that Tuolumne Books believes in its sole discretion is an inappropriate use of the Service even if not specifically detailed by these Terms, including any use of the Service that is prohibited by federal, state, or local law. Any warranty regarding the Service will automatically terminate without notice if you fail to comply with any provision of these Terms. The parties expressly acknowledge and agree that all provisions of these Terms that concern Copyright or other protectable interests of Tuolumne Books shall remain in full force and effect notwithstanding termination of any warranty or use of the Service.

## 5. Consent to Use of Data

You agree that Tuolumne Books may collect and use technical data and User information as described in its [Privacy Policy](#), and, including, but not limited to, information about you and your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of customization, updates, and other services to you (if any) related to the Service. Tuolumne Books may use this information, to improve the Service or to provide services or technologies to you. Tuolumne Books treats Personal Data differently from general information. Personal Data can be used to identify, locate or contact you. General information is information that is not Personal Data and is not associated with Personal Data. Tuolumne Books may convert Personal Data into general information by excluding information that is personally identifiable. You acknowledge that general information belongs to Tuolumne Books and that Tuolumne Books has the right to use such general information as it determines at its sole discretion. Tuolumne Books may Process information in the country where it was collected, as well as other countries (including the United States) where laws regarding Processing of Personal Data may be less stringent than the laws in your country. Tuolumne Books uses Personal Data for its own internal purposes, including contacting you via email to inform you about updates to the Service and providing you with information relating to transactions that you conduct on the Tuolumne Books's website. Tuolumne Books may provide Personal Data to third parties who Process it in accordance with Tuolumne Books's instructions in order for Tuolumne Books to provide Services to you (including processing payments for use of the Service). Tuolumne Books reserves the right to disclose your information if Tuolumne Books has a good-faith belief that the disclosure is (a) required by law, regulation, or legal process; (b) appropriate to detect, prevent, or remedy violations of these Terms, fraud, security, or technical issues; or (c) permitted in order to protect Tuolumne Books, other Users, or the public. If Tuolumne Books is involved in a change of control through sale of assets or otherwise, we will give notice before your Personal Data is transferred or becomes subject to a different privacy policy.

## 6. Content and Linking to Other Websites

Use of the service may display, include, or make available content, data, information, applications or materials from third parties, including your data, or provide links to additional third-party websites. By using the Service, you acknowledge and agree that Tuolumne Books is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright or trademark compliance, legality, decency, quality or any other aspect of the third-party websites. Tuolumne Books does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any data and materials on the websites. To the extent you choose to access such websites, you do so at your own initiative and are responsible for compliance with any applicable laws, including, but not limited to, applicable local laws. Tuolumne Books reserves the right to change, suspend, remove, or disable access to the Websites at any time without notice. In no event will Tuolumne Books be liable for the removal of or disabling of access to any such websites. Tuolumne Books may also impose limits on the use of or access to certain websites, in any case and without notice or liability. You agree to use the websites at your sole risk and that Tuolumne Books shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.

## **7. Use of third-party platforms**

As part of our commitment to providing comprehensive services, we utilize third-party platforms to deliver certain functionalities. We work with Google Drive, TaxDome, Gusto, Quickbooks, Stripe and others to provide services to you.

In providing Services to you, we may share confidential information about you with these service providers or others. We will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. Similarly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information.

## **8. Data Storage**

We make every effort to ensure that your data is secure and backed-up. However, you acknowledge that data storage is not guaranteed by Tuolumne Books and use of services may include the use of Google Drive, TaxDome, Gusto, Quickbooks, Stripe and others to process and store your data. You agree that Tuolumne Books may not have any liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that User may incur with respect to the loss or deletion of User Data. You are encouraged to retain your own copies of all essential documents.

## **9. Remote Service**

All Services provided are 100% digital and remote. No physical products or files will be supplied or shipped.

## **10. Account Registration and Termination**

You may not share your account or any of the Services with others. All information you provide to create an account must be accurate and complete, and must be updated as necessary from time to time. You may not impersonate any other person or use a name that is not your own. It is your responsibility to update your account information to keep it current and accurate. When you set up an account, you must also choose a password. You are solely responsible for maintaining the confidentiality of your password, and for any and all use of your account. You agree not to use the account, username, or password of another authorized User at any time, nor to disclose your password to any third party. You agree you will not sell or share or otherwise transfer your membership or any membership rights. You agree to notify Tuolumne Books immediately if you suspect any unauthorized use of your account or access to your password. You agree not to exchange personal information (email addresses, phone numbers, home address, etc.) to any other authorized users on the site. Also, Tuolumne Books has the right to terminate your account for any reason at our sole discretion without notice and without liability.

## **11. Free Trials and Discounts**

Tuolumne Books does not offer free trials or discounts on its services.

## **12. Updates and Functionalities**

You acknowledge that from time to time Tuolumne Books may apply updates to the Services and that such updates may result in changes in the appearance and/or functionality of the Services (including the addition, modification, or removal of functionality, features, or content).

## **13. Acceptable Use**

You shall (i) be responsible for your compliance with these Terms of Service, including the Fair Use Policy; (ii) be solely responsible for the accuracy, quality, integrity, and legality of User Content and of the means by which you acquired or generated User Content; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, including keeping your password and username confidential and not permitting any third party to access or use your user name, password, or account for the Services; (iv) be solely responsible and liable for all activity conducted through your account in connection with the Services; (v) promptly notify Tuolumne Books if you become aware of or reasonably suspect any security breach, including any loss, theft, or unauthorized disclosure or use of your (or any authorized user's) user name, password, or account; (vi) use the Services only in accordance with applicable laws and government regulations; (vii) comply in all respects with all applicable terms of the Third-Party Services that you subscribe to or otherwise access in connection with your use of the Services. You must not (a) make the Services available to anyone other than yourself; (b) use the Services to store or transmit any content that may be infringing, defamatory, threatening, harmful, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, rights of publicity, or other laws, or send spam or other unsolicited messages in violation of applicable law; (c) upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other

harmful component; (d) attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, copy, or disrupt the integrity or the performance of the Services, any third-party use of the Services, or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law); (e) access the Services in order to build a competitive product or service or copy any ideas, features, functions, or graphics of the Services; (f) attempt to gain unauthorized access to the Services or its related systems or networks; or (g) authorize, permit, or encourage any third party to do any of the above.

## **14. Fair Use Policy**

Tuolumne Books may suspend your access to the Services for abusive practices that degrade the performance of the Services for you and/or other Users of Tuolumne Books.

## **15. Non-Exclusivity**

You acknowledge that the rights granted to you under this Agreement are non-exclusive and that nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict Tuolumne Books's right to license, sell, or otherwise make available the Services to any third party or perform any services for any third party.

## **16. Ownership and Confidentiality**

Tuolumne Books exclusively owns and reserves all right, title and interest in and to the Tuolumne Books Services, Tuolumne Books Properties and Tuolumne Books's Confidential Information.

Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose such information to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Each party may disclose the Confidential Information of the other party, in whole or in part to its employees, representatives, actual or potential investors and subcontractors who have a need to know and are legally bound to keep such information confidential consistent with the terms of this Section. Either party may disclose the Confidential Information of the other party as required by law, upon prior written notice to the other party (where allowed by law); provided that such party will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law.

## **17. Disclaimer of Warranty**

You expressly acknowledge and agree that use of the service is at your sole risk. Tuolumne Books cannot and does not warrant the service will meet your requirements, that the operation of the service will be uninterrupted or error-free, or that defects in the service will be corrected. As such, you shall not rely exclusively on the service for any reason. The service and anything

related thereto are provided “as is” and “as available”, with all faults and without warranty of any kind, and Tuolumne Books hereby disclaims all warranties and conditions with respect to the service and anything related thereto, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. No oral or written information or advice given by Tuolumne Books or its authorized representative shall create a warranty.

## **18. Limitation of Liability**

Tuolumne Books shall not be responsible for any loss or damage to you or any third parties caused by the service or information contained in the service. You waive any and all claims you may have against Tuolumne Books arising out of the performance or nonperformance of the service. You specifically waive any and all claims you may have against Tuolumne Books as a result of incorrect information content displayed by the service or changes to content made by you. Tuolumne Books shall not be liable for any direct, indirect, special, incidental, or consequential damage, whether based on contract or tort or any other legal theory, arising out of any use of the service or any performance of these terms, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the service, even if Tuolumne Books has been advised of the possibility of such damages. In no event shall Tuolumne Books’s total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount actually paid by you to Tuolumne Books for the service in the 365 days immediately preceding the date that Tuolumne Books receives notice of a claim in writing from you. The foregoing limitations will apply even if the above-stated remedy fails of its essential purpose. The provisions of this section allocate the risks under this agreement between the parties, and the parties have relied on the limitations set forth herein in determining whether to enter into this agreement.

## **19. Consent to Electronic Communications**

By registering to use the Service or Platform, or by sending us or emails, faxes, push notifications, or text or voice messages, you are communicating with us electronically. And in doing so, you expressly consent to receive communications from us electronically via email, fax, push notification, or voice or text message, whether pre-recorded or auto-dialed (“Digital Means”). We will communicate with you by the aforementioned Digital Means, or by posting notices on the Services or Platform. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. For the Services and Platform that integrate with mobile functionality, your carrier’s normal messaging; data, and other rates and fees will still apply.

## **20. No Rights Granted; Non-assignability**



These Terms do not constitute a grant or an intention or commitment to grant any right, title, or interest in the Service or Tuolumne Books's trade secrets to you. You may not sell or transfer any portion of the Service to any third party. You shall not identify the Service as coming from any source other than Tuolumne Books. These Terms are exclusive and personal to you. You shall not assign or otherwise transfer any rights or obligations under these Terms.

## **21. Miscellaneous Provisions**

- **Choice of Law.** Regardless of the place of execution, delivery, performance or any other aspect of these Terms, these Terms and all of the rights of the parties under these Terms shall be governed by, construed under, and enforced in accordance with the procedural and substantive law of the State of Colorado, United States of America, to the exclusion of any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of these Terms to the substantive law of another jurisdiction.
- **Jurisdiction.** You consent to personal jurisdiction in any of the state courts sitting in Denver, Colorado, United States of America, and agree that any suit arising under these Terms shall exclusively be commenced and maintained in such courts.
- **General Indemnity.** You agree to indemnify and hold Tuolumne Books and its respective officers, directors, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses, and damages (actual, special, and consequential) of every kind and nature, known and unknown, including reasonable attorney fees, made by any third party due to or arising out of your breach of these Terms or your violation of any law or the rights of any third party.
- **Attorney Fees and Expenses.** In a dispute arising out of or related to these Terms, Tuolumne Books shall have the right to collect reasonable attorney fees and costs and necessary expenditures from you.
- **Severability.** If a court finds any provision of these Terms invalid or unenforceable, the remainder of these Terms shall be interpreted so as to best affect the intent of the parties.
- **Effect of Waiver.** The failure to exercise any right provided in these Terms shall not be a waiver of prior or subsequent rights.

## **22. Suggestions and Feedback**

Tuolumne Books welcomes feedback or inquiries about the Service. If you elect to provide any feedback or comments of any nature to Tuolumne Books, all feedback and comments including reviews shall be the sole and exclusive property of Tuolumne Books, and Tuolumne Books shall have the right to use such feedback in any manner and for any purpose in its exclusive discretion without remuneration, compensation, or attribution to you. Tuolumne Books is under no obligation, however, to use such feedback.

## **23. Paid Subscriptions**



You may cancel your account with Tuolumne Books at any time by contacting us in writing. We may suspend or cancel your account without notice or refund to you if you violate this Agreement. If your account is cancelled, Tuolumne Books reserves the right to remove your account information along with any account settings from our servers with NO liability or notice to you. Once your account information and account settings are removed, You will not be able to recover this data and You will lose access to all of Your content (except that content stored/published to third-party websites, that data will remain on said third-party websites pursuant to those website's terms and conditions). If you cancel Service before the end of your current billing period, you will be billed immediately for services rendered.

Payments for Tuolumne Books subscriptions are not refundable. If you have an issue with your account or think there's been an error in billing, please contact us for more help. Your Paid Subscription will remain in effect until it's canceled or terminated under these Terms. If you don't pay for your Subscription on time, we reserve the right to suspend your service.

## **24. Legal Notice**

Tuolumne Books may modify these Terms or any additional terms, and such modification shall be effective and binding on you upon notice by Tuolumne Books via email to the email account provided by you upon registration for the Service. If you do not agree to any modification of these Terms, you should discontinue your use of the Service.

Communications made through the Tuolumne Books's website or any email or contact links provided thereon shall in no way be deemed to constitute legal notice to Tuolumne Books or any of its officers, employees, agents, or representatives, such as where notice to Tuolumne Books is required by contract, or any federal, state, or local laws, rules, or regulations.

Any notice required or permitted to be given hereunder will be given in writing to the receiving party by personal delivery, certified mail, return receipt requested, or by overnight delivery. Tuolumne Books may use User's current address, as provided by User in connection with billing and payment activities. Tuolumne Books's current address may be found on its website.

## **25. Eligibility**

In order to use the Service, you must: (i) be at least eighteen (18) years old and able to enter into contracts; (ii) complete the account registration process; (iii) agree to these Terms and the Agreement; (iv) provide true, complete, and up-to-date contact and billing information; (v) not be based in Cuba, Iran, North Korea, Syria, or any other territory that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a «terrorist-supporting» country; and (vi) not be listed on any U.S. government list of prohibited or restricted persons. By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won't use the Service in a way that violates any laws or regulations. Note that by representing and warranting, you are making a legally enforceable

promise. Tuolumne Books may refuse service, close accounts of any Customer, and change eligibility requirements at any time.

## **26. Compliance With Laws**

You represent and warrant that your use of the Service will comply with all applicable laws and regulations, including all Data Protection Laws. You are responsible for determining whether the Service is suitable for you to use in light of your obligations under any laws and regulations, including HIPAA, GLBA, Data Protection Laws, United States export control laws and regulations, and economic sanctions laws and regulations, or other applicable laws. Tuolumne Books is not liable if your use of the Service violates any laws or regulations to which you are subject. You may not use the Service for any unlawful or discriminatory activities, including acts prohibited by the Federal Trade Commission Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, Children's Online Privacy Protection Act, or any other applicable laws. You represent and warrant that you have obtained valid consent or other valid legal bases for all data, including Personal Data, you upload to, store, or Process with the Service.

You further agree, represent, and warrant to Tuolumne Books that: (i) you will obtain and maintain all necessary permissions and valid consents or other valid legal bases required to lawfully transfer data to Tuolumne Books and to enable such data to be lawfully collected, Processed, and shared by Tuolumne Books for the purposes of providing the Service or as otherwise directed by you; and (ii) to the extent Tuolumne Books processes your data or information protected by Data Protection Laws as a Data Processor on your behalf, you and Tuolumne Books shall be subject to and comply with the [Tuolumne Books Data Processing Amendment](#), which is incorporated into and forms an integral part of these Terms and the Agreement. Tuolumne Books's DPA sets out your and Tuolumne Books's respective obligations with respect to data protection and security when Processing your data on your behalf in connection with the Services. You agree to indemnify and hold us harmless from any losses, including all legal fees and expenses that result from your breach of this Section.

## **27. Relationship**

Each party is an independent contractor in the performance of each and every part of this Agreement. Each party will be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of its activities, or those of its employees or agents, in the performance of this Agreement. User does not have the authority to commit Tuolumne Books in any way and will not attempt to do so or imply that it has the right to do so.

## **28. Unenforceability**

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the

minimum extent necessary to render such provision enforceable and, in any event, the remainder of this Agreement will continue in full force and effect.

## **29. Supersedure**

This Agreement supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written. This provision in no way exempts you from the terms of our other policies or engagement letters that are part of the agreement.

## **30. Updates**

Tuolumne Books may update this TOS Policy from time to time, and you should take the time to review it each time that you visit one of our Services. The most current version of this TOS Policy will govern our use of your information and will be located at [www.books.tuolumnegroup.com/policies/tos](http://www.books.tuolumnegroup.com/policies/tos). We will notify you of material changes to this TOS Policy by updating the date at the bottom of this document or by emailing you notifying you of the changes.

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