



**Bill My Clients, Inc.**  
**(800) 269.1357**  
**P.O. Box 19576**  
**Lenexa, Kansas 66285-9576**

## **USER AGREEMENT**

### **INTRODUCTION OF TERMS**

Bill My Clients, Inc. ("Bill My Clients" or "BMC") provides the service (detailed below under Application Service Provided) to users, pursuant to the following User Agreement (UA). Your use of the service within the BMC Web Sites constitutes your agreement to all such terms, conditions, and notices in the UA and elsewhere. The services in the Web Sites are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. This Agreement affects your rights and you should read it carefully. We encourage you to print the Agreement or copy it to your computer for your reference. In this Agreement, "user," "you," or "your" means any person or entity using the Service ("Users"). "Payor" or "client" refers to the party receiving invoices created by the user. Unless otherwise stated, "Bill My Clients," "BMC," "we," or "our" will refer collectively to Bill My Clients, Inc. and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

### **CHANGES TO THE USER AGREEMENT**

Bill My Clients reserves the right to change the terms, conditions, and notices under which the service/sites are offered, including but not limited to the charges associated with the use of the BMC service/sites. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the BMC service/sites constitutes your agreement to all such terms, conditions, and notices. The UA may be updated by us from time to time without notice to our users. The most current version of the UA is available at: <http://www.billmyclients.com/useragree.pdf>. Additional posted guidelines or rules may be necessary and are applicable to services provided. All such guidelines or rules are hereby incorporated by reference into the UA. Notices to users may be made via posting on the Web Site, email, or regular mail. The Service may also provide notices of changes to the UA or other matters in any of these modes.

### **USER ACCOUNTS, REGISTRATION, AND SECURITY**

BMC service requires you to open an account. To do so, users must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form.

You then will choose a password and an user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify Bill My

Clients immediately of any unauthorized use of your account or any other breach of security. Bill My Clients will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Bill My Clients or another party due to someone else using your account or password.

If you provide any information that is untrue, inaccurate, not current or incomplete, or Bill My Clients has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Bill My Clients has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

## **PRIVACY POLICY**

See the [Privacy Policy](#) for materials relating to the collection and use of your information

## **LEGAL ROLES OF USER AND BILL MY CLIENTS**

By registering for an account, Bill My Clients will serve as your agent to process invoices on your behalf in accordance with the terms of this Agreement. Bill My Clients will not co-mingle a user's funds with Bill My Clients corporate funds, and will not use a user's funds for corporate operating expenses, corporate purposes, or for any other purpose. A user's funds received from a client and held temporarily by Bill My Clients will not be voluntarily made available to creditors of Bill My Clients in the case of bankruptcy. You acknowledge that Bill My Clients is not a bank and the Service is a client invoicing service rather than a banking service. You additionally acknowledge that Bill My Clients is not acting as a trustee, fiduciary or escrow with respect to funds received from a customer's clients, but is acting only as an agent and custodian.

Use of the Bill My Clients Service is not conditioned upon a balance in a customer's account. Carrying an account balance is not encouraged nor is it more than a temporary and incidental result of the normal processing of invoice payments. Any temporary balance in your account will be pooled together with funds from other Users. The account funds of users to be distributed will be placed in an account(s) at one or more FDIC-insured banks ("Customer Pooled Accounts"). You agree that any earnings on the Customer Pooled Accounts will be the property of Bill My Clients. Customers and their clients will not receive any interest or other earnings on the funds that Bill My Clients handles as an agent.

By initiating an invoice through the Service, you appoint Bill My Clients as your agent to obtain the funds on your behalf and to transfer the funds to you from the Customer Pooled Account, subject to the terms and restrictions of this Agreement. Bill My Clients will obtain the funds first by depositing funds received from a customer's client into the Customer Pooled Account. When your client sends a payment and until that payment is accepted by the customer (which may occur instantly), the client remains the owner of those funds and Bill My Clients holds those funds as the customer's agent. A customer will not be able to receive those funds until the initial transaction is validated by a sufficient amount of time for clearance of the payment.

By receiving payments through the Service, you appoint Bill My Clients as your agent to cause the funds to be deposited on your behalf in the Pooled Accounts. Through the Service, you may provide instructions to receive the funds or transfer the funds to a third party, in any case subject to the terms and restrictions of this Agreement. If you receive a notice that a payment has been sent to you through the Service but you have not registered for the Service, Bill My

Clients will not become your agent and you will have no claim to those funds unless and until you register for the Service and indicate your acceptance of the payment.

## **APPLICATION SERVICE PROVIDED**

Bill My Clients provides an invoicing service for its users. Users are able to create accounts to use the BMC Web Sites to create, track, and generate the postal or electronic delivery of invoices to their clients for services provided. Bill My Clients under certain service plans processes payments and remits funds to the user.

Users understand and agree that the Service may include advertisements and that these advertisements are not optional for Bill My Clients to provide the Service. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Bill My Clients services/sites, shall be subject to the UA. You understand and agree that the Service is provided "AS-IS" and that Bill My Clients assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user invoices, records, communications or personalized settings.

You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

## **SERVICE USE LIMITATIONS**

BMC service/sites are offered solely as a service for you to send, track, and deliver invoices. Bill My Clients is not involved in any transaction between you and any other party who uses this Site, and is not acting as your or any other party's agent. Bill My Clients cannot screen, censor or otherwise control any transactions, including whether a record or invoice is accurate or truthful, whether a service or good can be legally purchased or sold in your jurisdiction, or whether a transaction will be completed as arranged between a user and their client. Further, Bill My Clients cannot control or warrant the behavior of the users of the Services. As such, your use of BMC service/sites is at your own risk, and Bill My Clients disclaims any liability with regard to use of the Services and any actions resulting from your or any other party's participation in the Services. You hereby agree to release Bill My Clients, its suppliers, service partners, agents, employees, consultants, officers and directors from all claims, demands and damages, whether actual or consequential, of every kind, whether known or unknown, disclosed or undisclosed, arising out of or relating to any and all transactions, or any other use of BMC service/sites. Further, because Bill My Clients is not involved in any transactions between you and other users of the Services, Bill My Clients cannot and will not be involved in resolving any disputes relating to any completed or uncompleted transaction between a user and their client.

You agree that you and your clients and payors must evaluate, and bear all risks associated with, the use of any invoice, including any reliance on the accuracy, completeness, or usefulness of such records. In this regard, you acknowledge that you may not hold Bill My Clients responsible for your reliance on any record created by Bill My Clients or submitted to Bill My Clients.

Please refer to the FAQs, [\*\*HELP FOR USERS\*\*](#) and [\*\*HELP FOR CLIENTS\*\*](#) for additional procedures and guidelines for using the service/sites. You further warrant that you will comply

with all applicable laws and regulations regarding use of the Services. Without limitation, by creating a record or invoice, you represent and warrant that you have the legal right to bill for the service or good, and that the transaction is not fraudulent.

It is your responsibility to determine whether the creation of an invoice or record for the purchase or sale of any service or good is authorized by law, statute, or regulation. Without limitation, the following items may not be sold or offered for sale on BMC service/sites: services or goods which are misrepresented or which do not in fact exist; services or goods which, if sold via the BMC service/sites, would cause Bill My Clients to violate any law, statute or regulation; services or goods that are, in Bill My Clients' sole discretion, indecent, obscene or pornographic; any services or goods that infringe or otherwise violate another party's rights, including copyright, patent, trademark. Specific items are prohibited from sale through BMC service/sites as follows: firearms, explosives, and ammunition; alcoholic beverages; tobacco products; food that is not packaged or does not comply with all applicable laws for sale to consumers by commercial merchants; pharmaceuticals and controlled substances; counterfeit, pirated or stolen goods; counterfeit, pirated or other unauthorized software, including unlicensed back-up copies, beta or pre-release software, academic edition software licensed solely for use by authorized educational institutions and other users, "fulfillment" software or other software not intended for general public distribution, copies installed on hardware hard drives without authorization, or software unbundled from the hardware it was purchased on or with; , or rights of publicity or privacy; registered or unregistered securities; goods which you do not have the legal right to sell.

Bill My Clients reserves the right to cancel any invoice or record at any time for any reason, with or without cause, and reserves the right to prohibit or restrict access to the Services to anyone at any time, with or without cause.

## **SERVICE FEES**

If you elect to purchase services and transmit to Bill My Clients a fee contract, you warrant that all information that you submit is true and accurate (including without limitation your credit card number and expiration date), and you agree to pay all fees you incur plus all applicable taxes. You may cancel your contract for any fee-based services by contacting **The Bill My Clients staff**. If you have purchased an automatically renewing service, you will not be charged the monthly fee thereafter (but there are no refunds of fees previously paid). No cancellation of access to free services and/or services or to non-renewing subscriptions is required. Your fee contract is personal to you and the members of your household, and you may not transfer or make available your account name and password to others, including without limitation your co-workers. Any distribution by you of your account name and password may result in cancellation of your fee contract without refund and additional charges based on unauthorized use.

Bill My Clients further reserves the right to alter any and all fees from time to time, without notice. **Click here** to see the current Fee Schedule; and check the Fee Schedule for any updated fee information each time you use the Services.

You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Services.

## **USER CONDUCT**

Understand that all invoices, information, data, text, messages or other materials ("record" or "content"), whether emailed, mailed, transmitted or otherwise delivered or created, are the sole responsibility of the user from which such record originated. This means that the user, and not Bill My Clients, is entirely responsible for all records that you email, mail, transmit or otherwise deliver or create via the Service. Bill My Clients does not control the records posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such records. No verification of an invoice or other record's truthfulness is made prior to delivery. That is the responsibility of the parties to the transaction (user and their payor / client). Under no circumstances will Bill My Clients be liable in any way for any records, including, but not limited to, for any errors or omissions in any records, or for any loss or damage of any kind incurred as a result of the use of any record emailed, mailed, transmitted or otherwise delivered or created via the Service.

## **RECORDS AND INVOICES CREATED THROUGH BILL MY CLIENTS**

Bill My Clients does not claim ownership of the materials you provide to Bill My Clients (including feedback and suggestions) or post, upload, input or submit to any BMC service/sites or its associated services for review by the general public (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Bill My Clients, its affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Bill My Clients is under no obligation to post or use any Submission you may provide and Bill My Clients may remove any Submission at any time in its sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## **GENERAL PRACTICES REGARDING USE AND STORAGE**

You acknowledge that Bill My Clients may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that draft invoices or other uploaded records will be retained by the Service, the maximum number of records that may be sent from a user's account on the Service, the maximum size of any record that may be sent from an account on the Service, the maximum disk space that will be allotted a user's account on servers used by the service, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Bill My Clients has no responsibility or liability for the deletion or failure to store any invoice and other records maintained or transmitted by the Service. You acknowledge that Bill My Clients reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Bill My Clients reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Bill My Clients makes no assurance or warranty that the service will be uninterrupted, timely, secure, or error free.

## **SERVICE MODIFICATIONS**

Bill My Clients reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Bill My Clients shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **ACCOUNT TERMINATION**

You agree that Bill My Clients, in its sole discretion, may terminate your password, 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, for lack of use or if Bill My Clients believes that you have violated or acted inconsistently with the letter or spirit of the User Agreement. Bill My Clients may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this UA may be implemented without prior notice, and acknowledge and agree that Bill My Clients may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Bill My Clients shall not be liable to you or any third-party for any termination of your access to the Service.

## **ABUSE OF DESIGNED APPLICATION SERVICE PROVIDED**

You agree that when using the Service, you will not:

- Restrict or inhibit any other user from using and conducting their business through the Service.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of a BMC service/sites or other user or usage information or any portion thereof.
- email, mail, transmit or otherwise deliver or create invoices or records that are unlawful, abusive, harassing, tortuous, or otherwise fraudulent;
- impersonate any person or entity, including, but not limited to, a Bill My Clients employee;
- email, mail, transmit or otherwise deliver or create invoices or records that you do not have a right to make available under any law or under contract;
- email, mail, transmit or otherwise deliver or create invoices or records designed as unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

- Upload files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- You may not attempt to gain unauthorized access to any BMC service/sites, other accounts, computer systems or networks connected to any BMC service/sites, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the BMC service/sites.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

This list is included for the purpose of example, and not as a limitation.

## **REVIEW OF USERS INVOICES AND RECORDS**

Bill My Clients has no obligation to monitor the Communication Services. However, Bill My Clients reserves the right to review materials posted to an account or by a user to remove any materials in its sole discretion.

You acknowledge that Bill My Clients does not pre-screen invoices or records, but that Bill My Clients and its employees or other servants shall have the right (but not the obligation) in their sole discretion to delete, refuse delivery, or remove any record that was or is to be emailed, mailed, transmitted or otherwise delivered or created via the Service. Without limiting the foregoing, Bill My Clients and its employees or other servants shall have the right to remove any record that violates the user agreement or is otherwise objectionable.

Bill My Clients reserves the right at all times to disclose any information as Bill My Clients deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Bill My Client's sole discretion. Disclosure may also be made to (a) enforce the user agreement (b) respond to claims that any record violates the rights of third-parties; or (c) protect the rights, property, or personal safety of Bill My Clients, its users and the public.

You understand that the technical processing and transmission of the Service, including your invoices and records, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

International users agree to comply with all local rules regarding online conduct and acceptable records. Specifically, you agree to comply with all applicable customs, laws, and treaties regarding export transmission from the United States or the country in which you reside of technical data.

## **ADVERTISERS AND LINKS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Bill My Clients shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Bill My Clients has no control over such sites and resources, you acknowledge and agree that Bill My Clients is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Bill My Clients shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

#### **BILL MY CLIENTS'S PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Bill My Clients or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Bill My Clients grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by the Bill My Clients Web Sites for use in accessing the Service.

#### **LIABILITY DISCLAIMER**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE BMC SERVICE/SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY MADE TO THE BMC SERVICE/SITES AND TO THE INFORMATION THEREIN. BILL MY CLIENTS AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE BMC SERVICE/SITES AT ANY TIME. ADVICE RECEIVED VIA THE BMC SERVICE/SITES SHOULD NOT BE RELIED UPON FOR DECISIONS NORMALLY MADE UPON RECCOMENDATION OF A PROFESSIONAL ADVIOSR. YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.



BILL MY CLIENTS AND ITS ADVERTISERS SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, USEFULNESS OR AVAILABILITY OF ANY INFORMATION TRANSMITTED OR MADE AVAILABLE VIA THE SERVICE, AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FINANCIAL, BUSINESS, OR INVESTMENT DECISIONS MADE BASED ON SUCH INFORMATION.

BILL MY CLIENTS CORPORATION AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN THE BMC SERVICE/SITES FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. BILL MY CLIENTS AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT.

YOU SPECIFICALLY AGREE THAT BILL MY CLIENTS SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH AN BMC SERVICE/SITES. YOU SPECIFICALLY AGREE THAT BILL MY CLIENTS IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT BILL MY CLIENTS IS NOT RESPONSIBLE FOR ANY INVOICE OR RECORD SENT USING AND/OR INCLUDED IN AN BMC SERVICE/SITES BY ANY THIRD PARTY.

IN NO EVENT SHALL BILL MY CLIENTS AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE BMC SERVICE/SITES, WITH THE DELAY OR INABILITY TO USE THE BMC SERVICE/SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE BMC SERVICE/SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE BMC SERVICE/SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BILL MY CLIENTS OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE BMC SERVICE/SITES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE BMC SERVICE/SITES.

You agree to indemnify and hold Bill My Clients, 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 records you email, mail, transmit or otherwise deliver or create through the Service, your use of the Service, your connection to the Service, your violation of the user agreement, or your violation of any rights of another.

## **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BILL MY CLIENTS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. BILL MY CLIENTS MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

## **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT BILL MY CLIENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF BILL MY CLIENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

## **BILL MY CLIENTS TRADEMARK**

Bill My Clients and product and service names are or may be trademarks or registered trademarks of Bill My Clients Inc. Without prior permission from BMC, you agree not to display or use in any manner, these trademarks.

## **GENERAL INFORMATION**

The UA constitutes the entire agreement between you and Bill My Clients and govern your use of the Service, superceding any prior agreements between you and Bill My Clients. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The UA and the relationship between you and Bill My Clients shall be governed by the laws of the State of Kansas without regard to its conflict of law provisions. You and Bill My Clients agree to submit to the personal and exclusive jurisdiction of the courts located within Douglas County, Kansas. The failure of Bill My Clients to exercise or enforce any right or provision of the UA shall not constitute a waiver of such right or provision. If any provision of the UA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the UA remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the UA must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Use of the BMC service/sites is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bill My Clients as a result of this agreement or use of the BMC service/sites. You agree to indemnify and hold Bill My Clients, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the BMC service/sites. Bill My Clients reserves the right to disclose any personal information about you or your use of the BMC service/sites, including its contents, without your prior permission if Bill My Clients has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of Bill My Clients or its affiliated companies; (3) enforce the user agreement; or (4) act to protect the interests of its members or others. Bill My Client's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Bill My Client's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the BMC service/sites or information provided to or gathered by Bill My Clients with respect to such use.

The section titles in the UA are for convenience only and have no legal or contractual effect.

#### **USER AGREEMENT VIOLATIONS**

Please report any violations of the UA to our Web master at [questions@billmyclients.com](mailto:questions@billmyclients.com).