

Vyde Terms of Service

Let me take this opportunity to congratulate you. I know that running a business is not an easy undertaking and I commend you for your initiative and commitment. My grandpa used to say, "true freedom only comes by owning your own business!" I hope you prove my grandpa right!

Vyde LLC (also referred to in this Agreement as "Vyde", "we", "our", or "us") provides bookkeeping and tax-related services (further defined later) to support your success as a small business owner.

Please review the following terms as they do describe the legal Agreement between you and Vyde. By clicking to accept the terms and continuing with the Service, you are indicating that you agree to this Agreement. If you do not agree to this Agreement, you may not use the Services or Software provided by Vyde.

Kind Regards,

Ben Sutton, Co-founder and Managing Member

GENERAL TERMS

1. The Agreement

This Agreement describes the terms of your use and access to any of Vyde's Software and Services provided as part of their regular Subscription Plans.

- Software refers to any website or application that is owned by or has been published by Vyde. It also refers to third party applications made available by Vyde to you. Service refers to any human aided support, assistance or communication received from Vyde employees. (Hereafter, Software and Service may be collectively referred to as "Services" within this agreement)

This Agreement includes by reference:

- Vyde's Privacy Statement

- Additional terms and conditions, which may include those of third parties or those established via written or verbal communication from Vyde Executive Employees

2. Your Rights in and to the Services

The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted a limited right to use the Services and that right is only for the purposes and means described by Vyde within this Agreement. Vyde retains all other rights in and to the Services. Until termination of this Agreement and as long as you comply with this Agreement and meet your payment obligations associated with this Agreement, Vyde grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services in accordance with the terms set forth herein.

You agree not to use, nor permit any third party to use, the Services in a manner that violates any applicable law, regulation or this Agreement. You agree that you will not:

- Provide access to or give any part of the Services to any third party
- Reproduce, modify, copy, sell, trade, lease, rent, or resell the Services
- Decompile, disassemble, or reverse engineer the Services
- Make the Services available on any file-sharing or application hosting service

3. Payment

Vyde offers its services on a payment or subscription basis. The following terms apply unless Vyde notifies you otherwise in writing.

- a. Payments will be billed in US dollars and your account will be charged/debited following the term of your free trial or any other agreed upon time.
- b. You must pay with one of the following:
 - i. A valid credit card acceptable to Vyde

- ii. A valid debit card acceptable to Vyde
- iii. By another payment option Vyde provides to you in writing
- c. If your payment or registration information is not accurate, current and complete and you do not notify us promptly when your information changes, we may suspend or terminate your account and refuse any use of the Services.
- d. If you do not notify us of updates to your payment method, to avoid interruption of the Services, we may participate in programs supported by your card provider (such as updater services and recurring billing programs) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
- e. Vyde will automatically renew your Services at the then current rates, unless the Services subscription is cancelled or terminated under this Agreement.
- f. An active and paid up subscription is required in order for Vyde to provide Services. You must keep your subscription active and paid up in order for Vyde to continue processing bookkeeping and tax return tasks for you.

Refunds and Cancellation

Vyde collects a flat monthly fee in exchange for giving clients access to our Services. It is your responsibility to provide us the relevant information throughout the year so that we can provide Services to you. Your failure to submit information does not imply a breach of this agreement, and therefore, does not automatically justify a refund. Specific cases and refund requests will be considered, but our services are provided on a "use it or lose it" basis.

4. Your Personal Information

You can view Vyde's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable Vyde Privacy Statement and any changes published by Vyde. You agree that we may use and maintain your data according to our Privacy Statement, as part of the Services. This means that Vyde may use your data to improve the Services or to design promotions and to develop new products or services.

5. Content and Use of the Services

"Content" includes any data, information, materials, text, graphics, documents, images, or works of authorship of any kind, that are uploaded, transmitted, stored

or otherwise made available through the Services. Content includes such information provided by you through the use of the Services. By making your Content available through using the Services, you grant Vyde unrestricted, royalty-free license to host and use your Content. You are responsible for any lost or unrecoverable Content and we recommend that you archive your Content regularly on your own systems to insure against loss. We are not responsible for any Content that you submit through use of the Services.

You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, engage in, promote or transmit any of the following:

- a. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind
- b. Content that would impersonate someone else or falsely represent your identity or qualifications; is illegally unfair or deceptive, or that creates a safety or health risk to an individual or the public
- c. Investment opportunities, solicitations, chain letters, pyramid schemes, or other unsolicited commercial communications
- d. Virus, Trojan horse, worm or other disruptive or harmful software or data, and
- e. Any Content that you do not own or have right to use

You agree not to use, nor permit any third party to use, the Services to engage in, solicit, or promote any activity that is objectionable or that may be illegal, violates the rights of others, is likely to cause harm or damage to the reputation of Vyde or any of its related third parties.

Vyde may freely use feedback you provide in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Vyde perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide in any way.

6. Accounting and Tax Service Engagement

Vyde will perform bookkeeping services that result in modified cash basis financial statements. This is the basis that is typically utilized on a tax return and therefore the same basis will be utilized on your tax returns. We will not provide financial statements that comply with Generally Accepted Accounting Principles (GAAP) nor any other basis. We are not required to, and will not, verify the accuracy or

completeness of the information you will provide to us, or otherwise gather evidence for the purpose of expressing an opinion or conclusion about the accuracy of your financial statements or tax returns. Accordingly, we will not provide any assurance or guarantees related to your financial statements or tax returns.

Our Services cannot be relied upon to identify or disclose any financial statement or tax return misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

It is your responsibility to provide Vyde with all relevant information that is needed to complete your bookkeeping and tax returns accurately. Our agreement with you is maintained on the basis that you acknowledge and understand that our role is to produce financial statements and tax returns on a modified cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the Services:

- a. The design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- b. The prevention and detection of fraud
- c. To ensure that your business entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgements, you provide to us for the Services
- e. To provide us with:
 - i. Documentation, and all other information that is relevant to the preparation of financial statements and tax returns
 - ii. Additional information that may be requested by us
 - iii. Unrestricted access to persons within your company of whom we determine necessary to communicate

Your cooperation and timeliness are essential for us to fulfill our Services and perform bookkeeping and tax return related functions. We may ask you to clarify certain items that you furnish to us, but we will not audit or verify any of this information.

You agree to hold us harmless and to release, indemnify, and defend us from any

liability or costs, including attorney's fees, resulting from your knowing misrepresentations to us or lack of providing sufficient information for us to fulfill our Services to you.

Extensions

It may be necessary to prepare an application for an extension of time to file your tax returns if we do not receive complete information at least 45 days prior to the due date of your tax return. Applying for an extension of time to file only allows additional time to file a return, it does not extend the time to pay any taxes that are due.

Professional Judgement

We will use professional judgement in resolving questions where the tax law is unclear or where there may be conflicting interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

The Internal Revenue Code and regulations impose penalties on both the tax return preparer and the taxpayer for certain noncompliance infractions. If we determine that we would be subject to a preparer penalty by delivering the return to you, you agree to either adequately disclose any potential noncompliance positions taken on the return or change the position to one that would not subject us to a penalty.

Tax Audits and Issues

Tax returns are subject to examination by the taxing authorities. These audits are often initiated randomly. In the event of an audit, you may be requested to present documents, records, or other evidence to substantiate the items of income or deductions shown on the tax return. We will assist in responding to IRS requests and provide all information and documentation we have in our custody. This would include explaining our reasoning behind the approach you took on your tax return. We will not legally represent you before the IRS.

Penalties or Interest

In the event that Vyde is responsible for an error or untimely filing of your tax return, we will compensate you for the penalties and interest charged by the related Tax Agency, directly related to our error. Our maximum liability to you arising for any reason relating to service shall be limited to the amount of penalties and interest pertaining to the rare occasion that Vyde is responsible for the error or untimely filing. Vyde will not pay for any taxes or for any of your time spent in resolving the issue or responding to a notice.

Tax Return Forms

Certain Subscription Plans include preparation and filing of your business and personal tax returns. The following forms are included in the standard tax return services. Certain forms included below can become large depending on the volume of related records. Vyde reserves the right to charge additional fees if we determine that there are excessive records associated with any of these forms. Additional forms and schedules may be available upon request.

Included Forms/Schedules in Personal Tax Returns:

- 1040
- B
- C
- ES
- SE
- 2106
- 4562
- 4797
- 8283
- 8812
- 8879
- 8889
- 8949
- 8960
- 8995
- A
- D
- E
- EIC
- 1116 (related to mutual funds)
- 2441
- 4868
- 8582
- 8863
- 8880
- 8917
- 8959
- 8962
- 8995A

Included Forms/Schedules in Business Tax Returns:

- 1120
- 1120S

- 1065
- D
- 1125-A
- 4562
- 7004
- 8832
- B-1
- K-1
- 1125-E
- 4797
- 8825
- 8879C/S/PE

Independence

Because we will be performing bookkeeping services integral to the preparation and presentation of financial statements, we will not be considered independent with respect to your company.

7. Changes

Vyde reserves the right to modify this Agreement, in our sole discretion, at any time, and the modifications will be effective when posted through the Services, on our website, or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

8. Termination

Vyde may, in its sole discretion and without notice, restrict, deny, terminate this Agreement or suspend the Services effective immediately, in whole or in part, if we determine that your use of the Services violates the Agreement, is improper or substantially exceeds or differs from normal use by other users. If Vyde determines that your use threatens the integrity or availability of the Services, this Agreement may be terminated. If you no longer agree to accept electronic communication or if your use of the Services conflicts with Vyde's interests this Agreement may be terminated. If Vyde becomes aware of any false information you have provided in the process of preparing your financial statements or tax returns, this Agreement may be terminated.

Upon Vyde notice that your use of the Services has been terminated, you must immediately stop using the Services and any outstanding payments will become

due. Any termination of this Agreement shall not affect Vyde's rights to any payments due to it. Vyde may terminate a free account at any time.

9. Governing Law

Utah state law governs this Agreement.

10. Miscellaneous

(a) Amendments and Waivers. Any term of this Agreement may be amended or waived only with the written consent of the parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Section 10(a) shall be binding upon the parties and their respective successors and assigns.

(b) Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(d) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(e) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.

(f) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement

for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) Force Majeure. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this section, and if such party shall have used its best efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Notwithstanding the foregoing, if such party is not able to perform within sixty (60) days after the event giving rise to the excuse of Force Majeure, the other party may terminate the Agreement.

(h) Entire Agreement. This Agreement is product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

(i) Advice of Legal Counsel. Each party acknowledges and represents that, in executing this Agreement, it has had the opportunity to seek advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.