

## TERMS OF USE

Thank you (user) for choosing Profit SOS, a product of B.H. Tamid LLC (BH) software and services ("services"). We maintain this software as a service exclusively for our customers. By using this website you are agreeing to comply with the terms of this Agreement as detailed below and throughout our website. Please review the terms below carefully. If you do not agree to the terms stated below, you should not review or obtain information from this website.

The services offered are of a diverse nature. As a result additional terms or product requirements may apply. Additional terms will be available with the relevant services and those additional terms become part of your Agreement with BH if you (the user) use those services.

## INTELLECTUAL PROPERTY, USE AND LIMITED USE AND LICENSE TO USERS

The material and service on this site, as well as their selection and arrangement are protected by intellectual property laws. Unauthorized use of the materials or services of this site will place the violator in violation of these intellectual property laws and the terms of use of this site. Except as expressly provided herein, BH, its suppliers, affiliates do not grant any express or implied right to use the materials and services. You agree not to copy, reverse engineer, sublicense, license, distribute, assign, sell, loan, lease, rent, transmit, download, republish, frame, or create any derivative work based on this site, its services, products, materials contained herein, throughout the site.

You further agree not to utilize any means of hacking, data mining, blocking, extracting information from or causing site overuse or overloading the site beyond the normal use.

You may not misuse the services of the site for any purpose other than what is its intended use, do not interfere with the services provided in the site or try to access them using a method other than the interface and the instructions provided. The site and the services may only be used as permitted by law, including applicable export and control laws and regulations. BH may suspend or all together, cancel your account, stop providing services to you if you do not comply with the terms or policies of the site.

Use of the services provided in the site does not provide any form of ownership or of any intellectual property rights in our Services or the content that you access. You may not use content from our Services unless prior permission is obtained in writing from BH. The Terms of use do not grant anyone the right to use any branding or logos used in our Services. Do not remove, obscure or alter any legal notices displayed in or along with our Services. By agreeing to the terms above you are further agreeing to receive email notifications, announcements, advertising information from BH.

Approved use of this site does not grant the user any rights of ownership or sub-licensing and does not provide the user with any additional right other than those stated in this Agreement and the account set up Agreement. Use of the site is considered a non-exclusive use subject to the terms stated in this Agreement.

BH, at its sole discretion and from time to time, may review content to determine whether it is illegal or violates our policies. BH, at its own discretion, may remove or refuse to display content believed to be violating BH's policies or the law. BH may revoke the authorization to view, download, use, print, display, the content of this site and may block an IP or IP range which is determined or suspected of being utilized to violate any of the policies of this Agreement or to place BH at any potential risk. The rights granted to the user constitute a temporary right to use only and not a transfer of title.

## GOVERNING LAW

The rights and obligations of the user shall be determined by this Agreement under laws of the state of Florida. Any future invoice arising from use, setup implementation, the sale of equipment to the user shall be governed according to the laws of the State of Florida. The United Nations Convention on contracts for the International Sale of Goods shall not apply to any future invoice.

## LIMITED RIGHT TO USE

The right to use the site and the software in the site is granted specifically on a temporary per user basis. Only one user is allowed per a user ID number granted. The user ID initially provided by BH will be utilized as a temporary right to use. Only one user is allowed to access the system

per a user ID. A company in need of additional user ID's may opt to purchase additional user ID's from BH. Should a user be aware of any unauthorized user or account accessing the site, then user must immediately inform BH of the same.

#### COPYRIGHT & TRADEMARKS

The content of this site; audio, animation, design, graphics, organization, video, compilation, magnetic translation, digital conversion, intellectual property and other matters related to the site are protected under copyright, trademarks and other applicable proprietary rights. The copying, re-distribution, use or publication by the user of any matters, content as indicated above or any part of the site is strictly prohibited. The user does not acquire any rights of ownership to any content, documents or other materials viewed through the site. Posting information on the site by the user does not constitute any right of ownership of the site or the information therein.

The logos, trademarks and service marks ("MARKS") displayed on this site or any of the BH web sites are the sole property of BH or other third parties. The user is not permitted to use, copy, list, or advertise the MARKS of Profit SOS or such third party without the express written consent of BH. All trademarks are the property of their respective owners.

#### EDITING, DELETING, MODIFICATION

You may not misuse the services of the site for any purpose other than what is its intended use, do not interfere with the services provided in the site or try to access them using a method other than the interface and the instructions provided. The site and the services may only be used as permitted by law, including applicable export and control laws and regulations. BH may suspend or all together stop providing services to you if you do not comply with the terms or policies of the site. BH reserves the right at its sole discretion to edit, delete, any documentation, information or other content appearing on the site. User agrees that when user uploads or submits content to the site or any of the other services offered by BH, user acknowledges that user has the required rights and ownership of the content and is thereby giving BH a limited license and right to use, reproduce, modify, host adapt, create derivative works from the content submitted, publicize, publish, communicate with and display the information, in multiple forms, original and formatted to accommodate BH's software requirements, BH's promotional use and BH's growth and expansion through use. User further agrees that after termination of the service or use of the site by user, the information submitted, uploaded by user to the site, may be used by BH. In an effort to improve, expand the software and services offered by BH, BH may delete, add, edit, any part of the systems as it sees fit from time to time while making the best effort to preserve all the information uploaded or submitted by user. BH will provide user advance notice with the ability to remove user's information prior to such changes.

This Agreement is subject to such modifications, changes, and/or additions as may be required by BH, state, federal, international laws. As a result, the Agreement may be changed or updated regularly by BH to reflect new requirement, enhancement and changes. User should review the Agreement regularly in order to understand those changes. If at any time user is not in Agreement with the changes in the Agreement, user should discontinue the use of the site. If there are any inconsistencies between the terms posted in this Agreement and the new terms to be implemented, then the new terms shall supersede the current terms of the Agreement to the extent of the inconsistency of the Agreement. Such modifications, changes, and additions may be made unilaterally by BH.

#### Limitation of Liability

The cumulative aggregate liability losses, claims, suits, controversies, breaches or damages for any cause whatsoever and regardless of the form of action or legal theory will be limited to the actual, direct, out-of-pocket expenses that the user has incurred for use of the site for a month's period and in no case will it be more than two hundred US dollars.

The information provided on the site is provided in an "as is" basis, "as available" The information and service may contain "error", "bugs", limitations, issues in compatibility and other limitations. User agrees to use the BH software, hardware without holding BH liable any way or form for any "error", "bugs" or issues which may arise due to the lack of functionality of the software. User

agrees that BH will at no time be liable for incidental or consequential damages, including damages for loss of business, loss of profits, litigation or the like, weather based on breach of contract or breach of warranty, tort product liability or otherwise.

#### EXCLUSIONS

IN NO EVENT WILL ANY PARTY TO THIS AGREEMENT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER SUCH PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### DISCLAIMER OF WARRANTIES

BH MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, SOFTWARE, PROGRAMS, APPLICATION, AND DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS AND LIABILITIES, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE FOREGOING, INCLUDING ANY

A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE ARISING FROM OR CAUSED BY VIRUS CONTAINED WITHIN THE SITE, ITS FILES , DOCUMENTATION, IS DISCLAIMED.

(B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE USER ACCEPTS THE SERVICES "AS IS". BH EXCLUDES ALL WARRANTIES.

#### INDEMNIFICATION

BH shall have no duty to defend, indemnify, or hold harmless User from and against any or all damages and costs incurred by user arising from the infringement of patents or trademarks of the violation of copyrights related to any products. User agrees to defend, indemnify and hold harmless BH and its directors, officers, and shareholders from any cost, liability, claim, action, demand, expense or loss (including court costs and reasonable fees of attorneys and other professional fees incurred by BH) with respect to any claim or suit by any third party including federal and state taxing authorities arising out of or in connection with, in whole or in part, (I) any alleged defect in material or workmanship of any equipment sold or service offered by user; (II) any alleged act, or misrepresentation by user regarding the Services, (III) any alleged violation of any statute, ordinance or regulation or breach of this Agreement or any warranty herein, (IV) any personal or bodily injury or property damage arising out of or resulting in any way from use of the Services, or (V) any liability for user's failure to pay any federal or state taxes, workers' compensation insurance or claim.

#### FORCE MAJEURE

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement, if such default, delay, or failure to perform is shown to be due to causes beyond reasonable control of the party charged with a default, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inaction's of governmental authorities or suppliers, epidemics, war embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disaster, supplier delay, or default of a common carrier.

#### INVALID PROVISION

In the event that any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the parties shall substitute an enforceable provision, which is as

close as reasonably possible to the purpose and economic consequence of the deleted provision, having industry standards applied.

#### ENTIRE AGREEMENT

This Agreement, together with supplemental Agreements, constitutes the entire Agreement between the BH and the user pertaining to the subject matter contained in it and supersedes all prior and contemporaneous Agreements, representations and understandings of the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by BH.

#### GENERAL CLAUSES

##### AGREEMENT RESTRICTIONS

The Agreement is subject to any local, State, Federal laws, regulations, orders or other restrictions as established by BH, governmental authorities or from the United States, which may be imposed from time to time by the government of the United States or agencies thereof.

##### ENFORCEABILITY

Should any provision of this Agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

##### WAIVER

The failure to enforce any of the terms and conditions of this Agreement shall not constitute a waiver of BH's right thereafter to enforce each and every term and condition of this Agreement.

##### CAPTIONS AND HEADINGS

The parties agree that the Section and/or paragraph captions and headings used in this Agreement are for reference purposes only and shall not be used in the interpretation of this Agreement.

##### ASSIGNMENT

This Agreement is not transferable or assignable by user. Any attempt to assign the rights, duties, or obligations under this Agreement, shall be cause of termination of this Agreement and the user's right to use the software.

##### INVALID PROVISION

In the event that any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the parties shall substitute an enforceable provision, which is as close as reasonably possible to the purpose and economic consequence of the deleted provision, having industry standards applied.

I am in Agreement with the terms and conditions as stated above