

## TERMS OF USE

Welcome to [www.PreferredBMS.com](http://www.PreferredBMS.com) (the “Website”), owned and operated by Preferred Small Business Solutions LLC d/b/a Preferred Business Management Solutions LLC (the “Company”). By using the Website, you are accepting and agreeing to these terms (these “Terms of Use”), which together with the Company’s Privacy Policy, govern the Company’s relationship with you in relation to this Website. These Terms of Use create a binding legal agreement between you and the Company regarding your use of the Website. The Company reserves the right to update and change these Terms of Use by posting updates and changes to the Website. You are advised to check these Terms of Use from time to time for any updates or changes.

1. Eligibility. To use the Website, you must have reached the age of majority in the state or country in which you reside, be no less than eighteen (18) years of age, and be fully able and competent to enter into and abide by these Terms of Use.

2. Website Usage.

a. Non-exclusive; Non-commercial use. The Website is offered to you on a non-exclusive basis for your sole, personal, non-commercial use.

b. No Illegal, Unintended, or Unauthorized Use. You may access the Website solely for the intended purpose of the Website, through normal functionality of the Website. You may not use the Website for any illegal or unauthorized purposes. You may not use the Website in a way that could damage its content or impair its operation in any way. You agree not to access, or attempt to access, any portion of the Website by any means other than through the interface that is provided by the Company, unless you have been specifically allowed to do so in a separate agreement by the Company. You specifically agree not to access, or attempt to access, any portion of the Website through any automated means, including use of scripts or bots.

c. The Company’s Content. The Company owns and retains all right, title, and interest in and to the Website, and all related technology, materials, data, tools, widgets, user activity reports, intellectual property, programming, development, and design, including but not limited to the front and backend systems, visual design, and accompanying databases. All the content on the Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features, designs, trademarks, service marks, products, and logos contained herein (marks), are owned by or licensed to the Company, subject to copyright and other intellectual property rights under the law. Content on the website is provided to you on an “as is” basis for your information and personal use only and may not be copied, reproduced, distributed, transmitted, displayed, publicly performed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective rights holders.

d. Local Rules. You hereby agree to comply with all applicable local rules regarding online conduct and acceptable content. The Company may remove content and accounts containing content that the Company determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene, or otherwise objectionable or in violation of any third party’s intellectual property or other legal rights.

3. Limitation of Liability; Disclaimer of Warranties; Indemnification.

a. The Website may include content created and uploaded by third parties. Because the Company has no control over such content, you acknowledge and agree that the Company is not responsible for and does not assume responsibility or accept liability for any audio files, content, advertising, products, or other materials on or made available by third parties through its Website, including without limitation user content. You further acknowledge and agree that the Company shall not be responsible for 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 audio files, content, goods, or services available on or through any such site or resource. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE COMPANY AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSSES (EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) YOUR USE OR INABILITY TO USE THE WEBSITE; (II) THE COSTS OF PROCUREMENT OF SUBSTITUTE SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; (V) ANY PRODUCTS OR SERVICES PURCHASED FROM THE COMPANY THROUGH THE WEBSITE; OR (VI) ANY OTHER MATTER RELATING TO THE WEBSITE.

b. You expressly understand and agree that:

i. Your use of the Website is at your own discretion and risk. The Company disclaims any responsibility for any harm resulting from accessing information or material on the Internet using the Website. The Website is provided on an “as is” and “as available” basis. The Company 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.

ii. The Company and its subsidiaries, affiliates, officers, employees, agents, partners, and licensors make no warranty that the Website will meet your requirements; the Website will be uninterrupted, timely, secure, or error-free; the result that may be obtained from the use of the Website will be accurate or reliable; the quality of any products, services, information, or other material purchased or obtained by you through the Website will meet your expectations; or that any errors in the software will be corrected.

iii. Any material downloaded or otherwise obtained through the use of the Website is accessed at your own discretion and risk, and 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.

c. You hereby agree to defend, indemnify, and hold the Company and its

subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claims, losses, damages, and expenses, including court costs and reasonable attorneys' fees, made by any third party due to or arising out of links you submit, post, transmit, or otherwise make available through the Website, your use of the Website, your connection to the Website, your violation of these Terms of Use, or your violation of any rights of another party.

4. Miscellaneous.

a. These Terms of Use constitute the entire agreement between you and the Company with respect to the specific subject matter hereof and supersedes all prior agreements or understandings of any kind with respect to the specific subject matter hereof.

b. In the event that any provision or part of these Terms of Use shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

c. The Company reserves the right, in the Company's reasonable discretion, to make modifications to these Terms of Use from time to time. Any such modifications will be made by updating and posting a new version on the Website. In the event that the Company makes changes to these Terms of Use, the Company will provide you with the opportunity to review and approve the terms prior to your continued use of the Website. Should any modification be unacceptable to you, your sole recourse is to discontinue use of the Website.

d. The provisions of these Terms of Use are solely for the benefit of the parties hereto and not for the benefit of any third parties, except that the Company shall have the right to assign these Terms of Use and/or any of the rights herein and these Terms of Use shall be binding upon and inure to the benefit of the Company's assignee(s) hereto and their respective successors, assigns, and legal representatives.

e. No failure by either party to pursue any remedy resulting from a breach of any provision of these Terms of Use by the other party shall be construed as a waiver of that breach or as a waiver of any subsequent or other breach unless such waiver is in writing and signed by an authorized representative of the non-breaching party.

f. To the extent that the Americans with Disabilities Act applies to the Company's Website, the Company has taken reasonable steps to ensure compliance with such.

g. These Terms of Use shall be governed in accordance with the laws of the State of New Jersey, in the United States of America, applicable to agreements to be wholly performed therein, without giving effect to its laws governing conflict of laws, with jurisdiction and venue exclusive to the federal and state courts located in the State of New Jersey, in the United States of America.