

TERMS OF SERVICE AGREEMENT

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ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with EQQuickbooks.com, also known as EQQuickbooks, located at 11490 Westheimer Rd, Houston, Texas 77077 and our subsidiaries and affiliates, in association with the use of the EQQuickbooks website, which includes www.eqquickbooks.com, (the "Site") and its Services, which shall be defined below.

DESCRIPTION OF WEBSITE SERVICES OFFERED

The Site is an e-commerce website which has the following description:

This website list the services and offerings of EQQuickbooks

Any and all visitors to our site shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS.

The user acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of EQQuickbooks.com. At its discretion, EQQuickbooks.com may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. EQQuickbooks.com does hereby reserve the right to cancel and cease offering any of the aforementioned Services and/or products. You, as the end user acknowledge, accept and agree that EQQuickbooks.com shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

Furthermore, the user understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such EQQuickbooks.com shall not assume any responsibility or obligation for

the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

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Due to the global nature of the internet, through the use of our network you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, you state and pledge that you:

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- b) agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;
- c) agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
- d) agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

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- a) THE USE OR INABILITY TO USE OUR SERVICE;

- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;

- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;

- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;

- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

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In the event you have a dispute, you agree to release EQQuickbooks.com (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out

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You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this agreement.

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- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

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Mailing Address:

EQQuickbooks.com
Attn: Copyright Agent
11490 Westheimer Rd
Houston, Texas 77077

Telephone: (713)203-9565

Email: quintin@eqquickbooks.com

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GENERAL INFORMATION

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It is at the mutual agreement of both you and EQQuickbooks.com with regard to the TOS that the relationship between the parties shall be governed by the laws of the state of Texas without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and EQQuickbooks.com, shall be filed within the courts having jurisdiction within the County of Harris, Texas or the U.S. District Court located in said state. You and EQQuickbooks.com agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

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At any time, should EQQuickbooks.com fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS 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 TOS remain in full force and effect.

STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TOS must be filed within 1 year(s) after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any and all violations of this TOS to EQQuickbooks.com as follows:

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Email: quintin@eqquickbooks.com