

ScheduleBase Terms of Service

(Updated 2/4/13)

www.schedulebase.com

1. ACCEPTANCE OF TERMS

The Terms of Service for ScheduleBase ("**Terms of Service**") are effective immediately upon your acceptance of the Terms of Service by clicking the "Start My Free Trial Now" button. As used in the Terms of Service, the terms "**you**", "**your**", or "**user**" all refer to the person(s) using ScheduleBase ("**the Service**") in any way. We retain the right to modify these terms at any time by posting new terms on this page.

2. PERMITTED USES AND RESTRICTIONS

You may not use the Service until you have accepted the Terms of Service. You are responsible, at your own expense, to access the World Wide Web, and pay any service fees associated with such access or communication of schedules or information via mobile devices. You must also provide all necessary hardware and software necessary to make such connection to the World Wide Web, including a computer and modem or mobile device.

3. DESCRIPTION OF SERVICE

Subject to the terms and conditions of the Terms of Service, Atlas Business Solutions, Inc. ("**ABS**") will provide the following: ScheduleBase, a service that allows you to create and maintain personnel schedules on the World Wide Web, and provides invited users with access to schedule information through the World Wide Web and mobile devices.

4. ACCURACY OF INFORMATION PROVIDED TO ABS

You agree to provide accurate, current, and complete information about your account and promptly notify ABS if any of your account information changes. If you provide any information that is untrue, not current, incomplete, or if ABS has reasonable grounds to suspect that information provided is untrue, not current, or incomplete, ABS has the right to suspend or terminate your account and refuse any future use of the Service.

5. ACCOUNTS AND PASSWORDS

You will enter your own email address and password that will enable you to access the Service. As the initial user of the Service, your email address and password will entitle you to special administrative permissions, as well as being able to setup billing information. Upon successful account creation, or anytime thereafter, you may invite other users to your account. You are fully responsible for the actions of users who have access to your account.

6. FEES & CANCELLATION

By signing up for the Service, you agree to pay the then-current fees associated with the Service. ABS reserves the right to modify its fees with or without notice. Your first month for the Service is free and you will be billed monthly for subsequent months based on your number of active users. For current pricing, please go to www.schedulebase.com. To subscribe to the Service, you must enter your credit card information into the Billing Information section of the Admin tab. You may cancel your ScheduleBase subscription at any time by removing your credit card information. If you are being invoiced for your ScheduleBase subscription, please call 1-701-235-5226 to prevent future billings. ALL PAYMENTS ARE NONREFUNDABLE. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS OR IF YOU DID NOT USE THE SERVICE.

7. BILLING METHOD

Enter your credit card information at anytime during your free month trial to complete your account setup. ABS will only charge your credit card on the one-month anniversary of your account creation date and on the same date for subsequent months. You can contact ABS to pay for your account annually by credit card or check. If you choose to pre-pay annually, payment is

due upon receipt of your invoice. If full payment is not received within the 30 days, the Service may be terminated without notification.

8. USER CONDUCT

You warrant to ABS that you will not use the Service for any purpose that is unlawful or violates these Terms of Service. Any use of the Service considered an abuse by current Internet standards will serve as reasonable grounds for account termination.

9. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that ABS may establish general guidelines and limits concerning use of the Service, including without limitation, establishing the maximum amount of storage space you can have on the Service at any time, as well as limiting the number of times and the maximum duration for which you may access the Service in a given period of time. You agree that ABS has no responsibility or liability for the deletion of content maintained by the Service and that ABS may elect to purge historical information older than five (5) years. As a condition of use for this Service, you agree that, in the event of an error with your Service, a Service technician shall be permitted to access your account, or data, as necessary to resolve the problem. You also acknowledge that a Service technician may access your account, or data, from time to time to help improve user experience and performance. You acknowledge that ABS reserves the right to change these general guidelines and limits at any time, at its sole discretion, with or without notice.

10. ABS PRIVACY POLICY

For details about ABS's privacy policy, please refer to the ABS Privacy Statement, accessible via the ScheduleBase home page. You agree to the terms and conditions of the ABS Privacy Statement, as it may be amended from time to time, which is incorporated herein by reference.

11. MODIFICATIONS TO THE SERVICE OR AGREEMENTS

11.1 Modifications to the Service.

ABS reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) at reasonable notice to you. You agree that ABS shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service. ABS may specify from time to time the version(s) of related products required in order to use the Service (e.g. supported browsers and versions).

11.2 Modifications to the Terms of Service.

You agree that ABS may modify the Terms of Service as necessary to comply with any other agreements that ABS is currently bound by or will be bound by in the future, and/or with applicable law, as well as to adjust to changing business circumstances. Your continued use of any of the Service shall constitute your acceptance of the Terms of Service with the new modifications. If you do not agree to any of such changes, you may terminate your account and cease all access and use of the Service. You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to the Terms of Service.

12. USER REPRESENTATION

Fees for the Service are calculated according to the number of active users in your account. You may not use one user to represent more than one user or more than one user's schedule. If you misrepresent the number of users that are being scheduled in any way, ABS may (a) suspend or terminate your account and refuse any and all future use of the Service and/or (b) if it is determined that the actual number of users being scheduled is greater than your company's representation, you will be fully liable for the additional cost for all users that have been using the Service, retroactively, according to the then-current fees.

13. TERMINATION

You acknowledge and agree that ABS may suspend or terminate your account and/or deny you access to, use of, or submission of content for, all or part of the Service, without prior notice, if you engage in any conduct that ABS believes, in its sole discretion: (a) violates any term or provision of the Terms of Service; (b) violates the rights of ABS or third parties; or (c) is otherwise inappropriate for continued access and use of the Service. You agree that upon termination, ABS may delete all schedules and information related to your account and may bar you access to your account and the Service. Further, you agree that ABS shall not be liable to you or any third-party for any termination of your access to the Service. You agree to defend, indemnify, and hold ABS harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of the Terms of Service, state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of the Service.

14. ABS PROPRIETARY RIGHTS

You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws.

15. NO RESALE, ETC. OF SERVICE

You agree not to copy, sell, resell, redistribute, or create a derivative work of any portion of the Service, use of the Service, or access to the Service.

16. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ABS 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.

ABS MAKES NO WARRANTY ABOUT THE AVAILABILITY, SUITABILITY, RELIABILITY, AND ACCURACY OF THE SERVICE FOR ANY PURPOSE. ABS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TERMS OF SERVICE OR THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE 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.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ABS OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

17. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ABS 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 ABS 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

SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE 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.

YOU ALSO AGREE THAT ABS WILL NOT BE LIABLE FOR ANY (1) INTERRUPTION OF BUSINESS, (2) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOU ACCESS THROUGH THIS SERVICE; (3) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (4) EVENTS BEYOND ABS'S CONTROL;

IN NO EVENT SHALL ABS'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO ABS FOR THE SERVICE, BUT IN NO EVENT GREATER THAN THREE HUNDRED DOLLARS (\$300.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

18. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 16 AND 17 MAY NOT APPLY TO YOU.

19. TRADEMARK AND SERVICE MARK INFORMATION

ScheduleBase, the ScheduleBase logo, the ABS logo, trademarks and service marks, and other ABS and ScheduleBase logos and product and service names are marks ("**Marks**") of ABS. Without ABS's prior permission, you agree not to display or use in any manner, ABS or ScheduleBase Marks.

20. GENERAL INFORMATION

The Terms of Service constitutes the entire agreement between you and ABS, and governs your use of the Service, superseding any prior agreements between you and ABS (including, but not limited to, any prior versions of the Terms of Service) with respect to its subject matter. You also may be subject to additional terms and conditions that may apply when you use affiliate or other ABS services, third-party content or third-party software. Except as otherwise provided herein, the Terms of Service shall be governed by the laws of the State of North Dakota without regard to its conflict of law provisions. Except as otherwise provided in the Terms of Service, you and ABS agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cass, North Dakota. The Terms of Service does not limit any rights that ABS may have under trade secret, copyright, patent, trademark or other laws. The failure of ABS to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service 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 Terms of Service remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. The Terms of Service will inure to the benefit of ABS and its successors and assigns.

21. SURVIVAL

All representations, warranties, Sections 13, 14, 15, 16, 17, 18, 19, and 20 in the Terms of Service shall survive the termination of the Terms of Service.