

Acceptance of the Terms of Service

Welcome to Joist! (a.k.a. "we" or "us" or the "Company"). The following terms and conditions (together with any documents referred to in them) (collectively, these "Terms of Service") apply to your use of www.Joistapp.com and the Joist application, including any user content, functionality and services offered on or through www.Joistapp.com (the "Website") and the Joist application (the "Application"), herin collectively referred to as the "Software".

Read the Terms of Service carefully before you start to use of the Software. By using the Software you accept and agree to be bound and abide by these Terms of Service.

Should you disagree with some of the provisions herein, you can either leave the Software, or contact us at support@Joistapp.com. We'll be happy to hear your comments and suggestions and work out a better version of this agreement.

Changes to the Terms of Service

Joist is a work in progress, and we will update these Terms of Service from time to time in our sole discretion. Your continued use of the Software following the means that you accept and agree to the changes.

Accessing the Software, Application and Account Security

We reserve the right to withdraw or amend, even dramatically, this Software, and any service or material we provide on the Software, in our sole discretion without notice. Also, we will not be liable if for any reason all or any part of the Software is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Software, or the entire Software, to users, including registered users.

To access the Software you must create a user name, password or any other piece of information as part of our security procedures. You must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify Company of any unauthorized use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer/device so that others are not able to view or record your password or other personal information.

In the future, you may be asked to provide certain registration details or other information. It is a condition of your use of the Software that all the information you provide on the Software is correct, current and complete.

We have the right to disable any user identification code or password, whether chosen

by you or provided by us, at any time in our sole discretion for any or no reason, including, if in our opinion, you have failed to comply with any provision of these Terms of Service.

Intellectual Property Rights

The Software and their entire contents, features and functionality (including but not limited to all information, Software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by Canada, United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

You are permitted to use the Software for purpose not inconsistent with applicable law or these Terms of Use.

If you use any part of the Software in breach of the Terms of Service, your right to use the Software will cease immediately. No right, title or interest in or to the Software or any content on the site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Software not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark and other laws.

Prohibited Uses

You may use the Software only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Software:

- In any way that violates any applicable federal, state, local and international law or regulation (including, without limitation, any laws regarding the export of data or Software to and from the US or other countries).
- To transmit, or procure the sending of, any mass advertising or direct solicitation material.
- To impersonate or attempt to impersonate the Company or a Company employee, another user, or another person or entity (including, without limitation, the use of email addresses or screen names associated with or confusingly similar to any of the foregoing).

Additionally, you agree not to:

- Use the Software in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Software, including their

ability to engage in real time activities through the Software.

- Use any robot, spider or other automatic device, process or means to access the Software for any purpose, including to monitor or copy any of the material on the Software.
- Use any manual process to monitor or copy any of the material on the Software for any other unauthorized purpose without our prior written consent.
- Use any device, Software or routine that interferes with the proper working of the Software.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Software, the server on which the Software is stored, or any server, computer or database connected to the Software.
- Attack the Software via a denialofservice attack or a distributed denialof service attack or otherwise attempt to interfere with the proper working of the Software.

User Contributions and Legal Disclaimer

The Software requires you to upload/input personal information, client information, financial information, etc., and this information will be referred to as user content, ("User Content").

All User Content must comply with the Content Standards set out below.

We claim no intellectual property rights over the User Content. Your profile and materials uploaded remain yours. However, you grant us the right to use, this material for

internal purposes. You represent and warrant that you own or control all rights in and to the User Content and have the right to grant the Company and its affiliates the license granted above. You represent and warrant that all of your User Content do and will comply with these Terms of Service, and you agree to defend, indemnify and hold harmless the Company and its affiliates and licensors for any breach of that representation and warranty.

Any feedback, comments, or suggestions you may provide regarding Joist is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not the Company, have full responsibility for such content, including

its legality, reliability, accuracy and appropriateness. Any content and/or opinions uploaded, expressed or submitted to the Software, and all articles and responses to questions and other content, other than the content provided by the Company, are

solely the opinions and the responsibility of the person or entity submitting them and do not necessarily reflect the opinion of the Company. We are not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Software.

In particular, User Content is not intended to be accounting advice or form an advisory relationship between the users and the Company. Use of the Software should never be understood to be replacing use of a qualified accountant, and Joist's relationship to all documents and transactions completed using the Software is that of a trusted, disinterested technology platform.

Monitoring and Enforcement of User Content; Termination

We have the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion if we believe that such User Content violates the Terms of Service, including the Content Standards, infringes any intellectual property right or other right, threatens the personal safety of users of the Software and the public or could create liability for the Company
- Disclose user identities when required to do so by applicable law, including in response to a law enforcement request supported by a valid court order.
- Terminate your access to all or part of the Software for any or no reason, including without limitation, any violation of these Terms of Service.

You waive and hold harmless the Company from any claims resulting from any action taken by the Company during or as a result of its investigations and from any actions taken as a consequence of investigations by either the Company or law enforcement authorities.

We do not undertake to review all material before it is posted on the Software. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.

Reliance on Information Posted

The Software presented is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this Software. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such Software by you or any other visitor to the Software, or by anyone who may be informed of any of its contents.

Disclaimer of Warranties, Limitations of Liability and Indemnification.

You acknowledge that you have only a limited, nonexclusive, nontransferable license to use the Software. Because the Software is not complete and is not error or bug free, you agree that you will use it carefully and avoid using it ways which might result in any loss of your or any third party's property or information.

Your use of Joist is at your sole risk. The service is provided on an "as is" and "as available" basis. In particular, you acknowledge that technical support is only provided in only available via email, in English; that we use third party vendors and hosting partners to provide the necessary hardware, Software, networking, storage, and related technology required to run the Software; that the technical processing and transmission of the

service, including User Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

We do not warrant that (i) the Software will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or errorfree, (iii) the results that may be obtained from the use of the Software will be accurate or reliable, (iv) the quality of any products, Software, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Software will be corrected.

You expressly understand and agree that Joist 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 Joist 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 services resulting from any goods, data, information or services 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; (v) or any other matter relating to the service.

You agree to defend, indemnify and hold harmless the Company, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses,

costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Use or your use of the Software, including, without limitation, any use of the Software's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Software.

Geographic Restrictions

Joist is based in the province of Ontario in Canada. We provide this Software for use by persons located in Canada, the United States, the United Kingdom and Australia. We make no claims that the Software or any of its content is accessible or appropriate outside of Canada, the United States, the United Kingdom and Australia. Access to the Software may not be legal by certain persons or in certain countries. If you access the Software from outside of Canada, the United States, the United Kingdom or Australia, you do so on your own initiative and are responsible for compliance with local laws.

Governing Law and Jurisdiction

These Terms of Service and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including noncontractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the Province of Manitoba without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Software shall be instituted exclusively in the federal courts of Canada or the courts of the province of Manitoba. You waive any and all objections to the exercise of jurisdiction over you other courts and to venue in such courts.

Acceptance of WePay Terms of Service and Privacy Policy

Joist offers payments through WePay, Inc. ("WePay"), a third-party payment processor. In order for you to use WePay's payment processing services, you must register with WePay as a merchant. The WePay Terms of Service explain that process and are available here: <https://go.wepay.com/terms-of-service-us>. The WePay Privacy Policy is available here: <https://go.wepay.com/privacy-policy-us>. By accepting this agreement with Joist, you agree that you have reviewed the WePay Terms of Service and Privacy Policy for the country in which you are located and agree to them. If you have questions regarding the WePay Terms of Service or Privacy Policy, please refer to the WePay website at www.wepay.com or contact WePay at <https://support.wepay.com/hc/en-us>.

Waiver and Severability

Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.

The Terms of Service constitutes the entire agreement between you and Joist and govern your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Service). If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

Feedback

We welcome any comment, question and communication at support@Joist.com.