



**Date: April 15th, 2024**

## **Terms of Service - EJSR Investments LLC dba Barkley HQ**

These Terms of Service ("Terms") govern your access to and use of Barkley HQ's websites, products, and services ("Products"). By accessing or using our Products, you agree to be bound by these Terms and by our Privacy Policy. Any purchase of our Products is subject to these Terms and our Privacy Policy.

### **1. DEFINITIONS**

#### Parties

"You" and "your" refer to you, as a user of our Products. A "user" is someone who accesses, browses, crawls, scrapes, or in any way uses our Products. "We," "us," and "our" refer to EJSR Investments LLC dba Barkley HQ.

#### Content

"Content" means text, images, photos, audio, video, location data, and all other forms of data or communication. "Your Content" means Content that you created, entered or supplied. "User Content" means Content that users submit or transmit to, through, or in connection with our Products. "Barkley HQ Content" means Content that we create and make available in connection with our Products. "Third Party Content" means Content that originates from parties other than Barkley HQ or its users, which is made available in connection with the Site. "Site Content" means all of the Content that is made available in connection with our Products, including Your Content, User Content, Third Party Content, and Barkley HQ Content.

### **2. USING BARKLEY HQ**

#### a. Eligibility

You may access or use our Products only if you are 18 years or older, and have the requisite power and authority to enter into these Terms. You may not access or use the Site if you are a competitor of ours or if we have previously banned you from our Products or closed your account.

Some of our Products may be software that is downloaded to your computer, phone, tablet, or other device (e.g. an iOS or Android app, or a browser bookmarklet). You agree that we may



automatically upgrade those Products, and these Terms will apply to such upgrades.

#### b. Permission to use the Site

Subject to these Terms and our policies, we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Products. If you are accessing our Products as an individual, then any and all use must be for your personal, non-commercial use only. If you are accessing our Products on behalf of a business entity, then any and all use must be for such business entity's internal business purposes in connection with the establishment or continuation of a business relationship with Barkley HQ.

#### c. User Accounts

You must create an account and provide certain information about yourself in order to use some of the features that are offered through our Products. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

You represent that any information that you provide when creating your Barkley HQ account is accurate. We encourage you to provide complete information about yourself. You may not impersonate someone else.

#### d. Communications and Notifications

By creating an account, you agree to receive certain communications in connection with our Products. You will receive certain mandatory communications, for example notifications informing you of important updates to our Terms or Privacy Policy, or security issues with your account. You will also by default receive occasional marketing communications. If you like, you may opt out of non-essential communications by contacting us.

#### e. Fees and Payments

The use of our Products requires a subscription fee, after the free trial period your credit card will be charged on a recurring basis according to the service plan you have chosen. Charges for all service plans are NON-REFUNDABLE, even if you do not like or use our Products. However, exceptions for extenuating circumstances will be considered on a case by case basis in Barkley HQ's sole and absolute discretion.



Canceling your account will cause us to stop automatically charging your credit card at the end of your billing period. You will still be able to use your service until the end of the then-current billing period. Canceling your account does not refund your money, as charges are nonrefundable. If you are dissatisfied for any reason, your sole right and exclusive remedy is to cancel your account. No refunds for all or any portion of Products will be given. Barkley HQ reserves the right to suspend your account if unable to charge your credit card. Access to the site under these Terms is granted only upon payment of the subscription fees. To cancel your Barkley HQ account you must call us at (416) 678-8171 and speak with one of our representatives. For security reasons, we are unable to cancel accounts from email, text and voicemail. We reserve the right to cancel your account for any reason during the free trial period.

#### f. Free Trial

You may sign up to try Barkley HQ on a free trial. During this time our team will connect with you for training and support. After the free trial period is over, you will automatically be billed for the service plan you have chosen. Charges for all service plans are NON-REFUNDABLE, even if you do not like or use our Products. It is your responsibility to cancel your account before the free trial period is over. We reserve the right to cancel your account for any reason during the free trial period.

### 3. RESTRICTIONS

You agree not to, and will not assist, encourage, or enable others to:

- Violate the Terms;
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit our Products or Site Content, except as expressly authorized by Barkley HQ;
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of our Products or any Site Content;
- Reverse engineer any portion of our Products;
- Remove or modify any copyright, trademark or other proprietary rights notice that appears anywhere throughout our Products;



- Record, process, or mine information about other users;
- Access, retrieve or index any portion of our Products for purposes of constructing or populating a searchable database of product reviews;
- Reformat or frame any portion of our Products;
- Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Barkley HQ's technology infrastructure or otherwise make excessive traffic demands of our Products;
- Attempt to gain unauthorized access to our Products, user accounts, computer systems or networks connected to our Products through hacking, password mining or any other means;
- Use our Products or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");
- Use any device, software or routine that interferes with the proper working of our Products, or otherwise attempt to interfere with the proper working of our Products;
- Use our Products to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, our Products or Site Content; or
- Remove, circumvent, disable, damage or otherwise interfere with any security-related features of our Products, features that prevent or restrict the use or copying of Site Content or features that enforce limitations on the use of our Products.
- The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

#### **4. SECURITY**

We work hard to protect the security of your content and account, however Barkley HQ cannot



guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify us immediately of any compromise or unauthorized use of your account.

## **5. SUGGESTIONS AND FEEDBACK**

If you choose to submit comments, ideas or feedback to Barkley HQ, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, Barkley HQ does not waive any rights to use similar or related Feedback previously known to Barkley HQ, or developed by its employees, or obtained from sources other than you.

## **6. THIRD-PARTY LINKS, SITES, AND SERVICES**

Our Products may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Barkley HQ. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any third party website, service, or content from Barkley HQ, you do so at your own risk and you agree that Barkley HQ will have no liability arising from your use of or access to any third-party website, service, or content.

## **7. TERMINATION**

You may terminate the Terms at any time by closing your account and discontinuing your use of our Products. To close your account, call us at (416) 678-8171. For security reasons, we are unable to cancel accounts from email, text and voicemail. Please review our privacy policy for information about what we do with your account when terminated.

We may close your account, suspend your ability to use certain portions of our Products, and/or ban you altogether from our Products for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, our Products, Your Content, Site Content, or any other related information.

## **8. INDEMNITY**

You agree to indemnify, defend, and hold Barkley HQ, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "Barkley HQ Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to



- (i) Your Content or your access to or use of our Products,
- (ii) your violation of the Terms,
- (iii) any products or services purchased or obtained by you in connection with our Products, or
- (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Barkley HQ reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of Barkley HQ. Barkley HQ will use reasonable efforts to notify you of any claim, action or proceeding after becoming aware of it.

## **9. DISCLAIMERS**

Unless otherwise expressly provided in writing, the Products and all included content are provided on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind, whether express or implied, unless expressly otherwise provided.

**BARKLEY HQ:**

**DOES NOT GUARANTY ANY SPECIFIC RESULTS IN REGARDS TO THE USE OF THE PRODUCTS;**

**DOES NOT GUARANTY THAT INFORMATION, DATA OR OTHER BARKLEY HQ CONTENT AVAILABLE ON OUR SITES OR AS PART OF OUR PRODUCTS (INCLUDING WITHOUT LIMITATION SOFTWARE, RELATED MATERIALS OR SERVICES) WILL BE ACCURATE OR ERROR-FREE; AND**

**SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.**

Barkley HQ is not responsible for any typos, errors or pricing errors. Although we strive to prevent errors, posted prices are not final until transactions are processed by Barkley HQ.



## **10. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BARKLEY HQ SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL BARKLEY HQ'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE PRODUCTS EXCEED THE MOST RECENT MONTHLY SERVICE FEE (IF ANY) THAT YOU PAID TO BARKLEY HQ.

## **11. ARBITRATION**

For any dispute you have with Barkley HQ, you agree to first contact us and attempt to resolve the dispute with us directly.

## **12. GOVERNING LAW AND JURISDICTION**

These Terms shall be governed by the laws of the State of Ohio (United States of America), without respect to its conflict of laws principles.

## **13. GENERAL TERMS**

### **a. Access and updates to our Products**

We reserve the right to modify, update, or discontinue our Products at our sole discretion, at any time, for any or no reason, and without notice or liability.

### **b. Changes to terms**

We may modify the Terms from time to time. You understand and agree that your access to or use of our Products is governed by the Terms effective at the time of your access to or use of our Products. If we make material changes to these Terms, we will notify you by email or via our Products prior to the effective date of the changes. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our



posting of new Terms. You understand and agree that your continued access to or use of the Site after the effective date of modifications to the Terms indicates your acceptance of the modifications.

c. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Barkley HQ without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

d. Entire Agreement / Severability

These Terms, together with the Privacy Policy and any amendments and any additional written agreements you may enter into with Barkley HQ in connection with the Products, shall constitute the entire agreement between you and Barkley HQ concerning the Products. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

e. No waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Barkley HQ's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

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For any questions, please contact us at: [support@barkleyhq.com](mailto:support@barkleyhq.com) or (416) 678-8171.

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