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**1. Definitions:**

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“ xlyourfinances.com” is the website solely owned and operated by XLYOURFINANCES, LLC, and is the sole location where you can buy the various versions of the XLYourFinances spreadsheets.

“Spreadsheet” means the XLYourFinances spreadsheet which is a Microsoft Excel workbook created and solely owned by XLYourFinances, along with the various versions thereof that are being sold through the website, xlyourfinances.com.

“Workbook” is a spreadsheet file in Microsoft Excel which contains [worksheets](#), a.k.a. ‘tabs’.

“Instructions” means the videos and written documents that are made available on the

website and/or youtube and those made available upon purchase of the spreadsheet.

“Customer”, also referred to as “you”, refers to the individual who is making payment at xlyourfinances.com website and/or receiving the spreadsheet via e-mail and/or is utilizing the spreadsheet and/or instructions.

## **2. INTELLECTUAL PROPERTY OWNERSHIP:**

XLYourFinances owns all intellectual property related to the spreadsheet’s unique approach to managing one’s finances along with the spreadsheet’s structure, programming, macros, presentation, formulas and instructions. The aforementioned intellectual property is valuable trade secrets and confidential information of XLYourFinances. The spreadsheet and/or instructions are protected by law, including but not limited to the copyright laws of the United States and other countries, and by international treaty provisions. The purchase of the spreadsheet does not grant you any intellectual property rights and all rights are reserved by XLYourFinances.

## **3. RESTRICTIONS AND REQUIREMENTS:**

3.1 XLYourFinances permits you to download and use the spreadsheet according to its intended use of managing personal finances. You agree that you will not use the spreadsheet other than as permitted by this agreement and that you will not use the spreadsheet in a manner inconsistent with its design or documentation.

A. The spreadsheet is not designed to handle business Accounting needs and makes no claims to be used in compliance with GAAP, FASB or any other Accounting standards. It is solely intended to be a personal finance spreadsheet for tracking income and expenses with tools to assist in budgeting and forecasting. It is not intended to be a fully functioning Accounting system.

B. Additionally, the spreadsheet is not designed to handle either accrual based or cash based accounting; rather it is meant for tracking and reconciling credit card and banking activity. As indicated above it is solely intended to be a personal finance spreadsheet for tracking income and expenses with tools to assist in budgeting and forecasting. It is not intended to be a fully functioning Accounting system.

3.2 You may not load the spreadsheet and/or instructions on a server or terminal server for enabling web hosted workgroups or web hosted services available to the public, by any individual or entity to use, download, or copy as a component of a system, workflow or service accessible by users other than yourself.

3.3 You may not modify, port, adapt, or translate the spreadsheet and/or instructions except as permitted in the intended uses of the spreadsheet and/or instructions.

3.4 You will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code methodologies of the spreadsheet and/or instructions.

3.5 You will not attempt to break the spreadsheets functionality or the passwords protecting the various aspects of the spreadsheet. Any such activity poses a great risk of destroying the accuracy and effectiveness of the spreadsheet. XLYourFinances will not guarantee or support any problems that arise from such activities.

3.6 You will not use or offer the spreadsheet and/or instructions on a consulting service basis whether charging a fee or not.

3.7 YOU WILL NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN OR TRANSFER THE SPREADSHEET AND/OR INSTRUCTIONS, OR AUTHORIZE ANY PORTION OF THE SPREADSHEET AND/OR INSTRUCTIONS, OR IN WHOLE TO BE COPIED ONTO ANOTHER INDIVIDUAL OR LEGAL ENTITY'S COMPUTER.

YOU MAY NOT TRANSFER INSTRUCTIONAL VIDEOS, UPDATES OR ANY OTHER COMMUNICATIONS RELATED TO THE SPREADSHEET YOU PURCHASED.

3.8 You may make a reasonable number of backup copies of the spreadsheet and/or instructions, provided your backup copies are not used other than for archival and backup purposes. For instance, a user may prefer to keep each year separate; although the spreadsheet handles multiple years, this would be considered a reasonable backup purpose. In addition, that same individual may have a backup hard drive and/or on-line backup service causing each year to be saved multiple times; again, this would be considered a reasonable backup purpose.

#### **4. DISCLAIMER OF LIABILITY:**

XLYourFinances will not be liable to you for any loss, damages, claims, or costs whatsoever including any consequential, direct or indirect or incidental damages, any lost profits, income or lost savings, bank and financial service fees of any kind, any damages resulting from business interruption, personal injury of failure to meet any duty of care, or claims by a third party, even if an XLYourFinances representative has been advised of the possibility of such loss, damages, claims or costs. All of the above disclaimers of liability apply even if the financial loss to the customer was directly due to an error or errors in the spreadsheet, the spreadsheet's structure, programming, macros, presentation, formulas and instructions. In any event, XLYourFinances' aggregate liability will be limited to the amount paid for the spreadsheet, if any. This limitation will apply even in the event of a fundamental or material breach or breach of the fundamental or material terms of this agreement.

XLYourFinances will not be liable to your spouse, your beneficiaries or your creditors for any loss, damages, claims, or costs whatsoever including any consequential, direct or indirect or incidental damages, any lost profits, income or lost savings, bank and financial service fees of any kind, any damages resulting from business interruption, personal injury of failure to meet any duty of care, or claims by a third party, even if an

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XLYourFinances disclaims liability, and customer will hold XLYourFinances harmless for any such loss, damage, claims or costs.

## **5. GENERAL PROVISIONS:**

**Entire Understanding.** This Agreement constitutes the entire understanding between customer and XLYourFinances, and there are no covenants, conditions, representations or agreements, oral or written, of any nature whatsoever, other than those herein contained.

While XLYourFinances intends on maintaining a Frequently Asked Questions section on the website, XLYourFinances makes no commitment to provide any kind of tech support, or follow up services of any kind whatsoever, and upon purchase of the product, XLYourFinances' responsibility to customer has concluded.

**Modification.** Notwithstanding anything contained herein to the contrary, this Agreement and every term and covenant herein is specifically agreed by the customer and XLYourFinances to be non-modifiable by any Court of any jurisdiction for any reason and under any circumstances.

**IRS Circular 230 Disclosure:** To ensure compliance with the requirements imposed by the IRS, XLYourFinances informs you that nothing in the spreadsheet is to be deemed as tax advice, or is it intended or designed to be used, and should not be used, for purposes of avoiding penalties under the Internal Revenue Code or for promoting, marketing or recommending that another party do so.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which will remain valid and enforceable according to its terms.

If you have any questions regarding this agreement or if you wish to request any information from XLYourFinances, please use the e-mail address included on the website.