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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, instructions and website. The aforementioned intellectual property is valuable trade secrets and confidential information of XLYourFinances. The spreadsheet(s) and/or instructions and/or website 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(s) does not grant you any intellectual property rights and all rights are reserved by XLYourFinances.

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

3.1 Upon satisfactory purchase or free download and agreement to the terms agreement (which is confirmed by the act of downloading the spreadsheet(s)), XLYourFinances permits you to download and use the spreadsheet(s) according to their intended use for managing personal finances. You agree that you will not use the spreadsheet(s) other than as permitted by this agreement and that you will not use the spreadsheet(s) in a manner inconsistent with their intended design or documentation.

A. None of the XLYourFinances spreadsheet(s) are designed to handle business Accounting needs and makes no claims to be used in compliance with GAAP, FASB or any other Accounting standards. The spreadsheet(s) are solely intended to be a tool for personal finance. As an example, to assist in budgeting and/or forecasting. They are not intended to be a fully functioning Accounting system.

B. Additionally, the spreadsheet(s) are not designed to handle either accrual based or cash based accounting. They are not intended to be a fully functioning Accounting system.

3.2 You may not load the spreadsheet(s) and/or instructions and/or website 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(s) and/or instructions and/or website except as permitted in the intended uses of the spreadsheet(s) and/or instructions and/or website.

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

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

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#### **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(s), the spreadsheet(s)' structure, programming, macros,

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Although XLYourFinances endeavors to supply the highest quality product, the customer is assuming the risk of possible errors, and XLYourFinances disclaims all warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

Furthermore, the spreadsheet(s) do not claim to be able to predict current or future financial position or financial well-being. All budgeting and forecasting is an exercise completely controlled by the user of the budgeting and forecasting tool. Any results interpreted from using the spreadsheet(s) needs to be used with extreme caution because unforeseen circumstances and/or errors in the financial inputs could result in incorrect conclusions. The user bears 100% of the risk associated with decisions made as a result of analyzing the spreadsheet(s), even if the outputted results were the result of an error in the spreadsheet formulas, structure or instructions and/or website. User understands they need to evaluate all projections, forecasts and results for accuracy and reasonableness. Any miscalculation, even if due to a protected spreadsheet formula, is the user's responsibility, and they hold XLYourFinances harmless per this agreement.

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

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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

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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.