TABKEEPER TERMS OF SERVICE

Version 2.1 Effective Date: July 26, 2026 · Last Updated: August 10, 2026 The foundation document of the Tabkeeper Legal Framework v2.0 Tabkeeper Inc. support@tabkeeper.io © 2026 Tabkeeper Inc. All Rights Reserved.

Effective Date: July 26, 2026 · Last Updated: August 10, 2026 If you created your Account before the Effective Date, these Terms will apply to you beginning August 25, 2026, and until that date your use of the Services remains governed by the prior version of the Terms of Service. Tabkeeper may present these Terms to you for express acceptance within the Services, and your acceptance, or your continued use of the Services on or after August 25, 2026, constitutes acceptance of these Terms. These Terms of Service are entered into by and between Tabkeeper Inc., a New York corporation ("Tabkeeper," "we," "us," or "our"), and the individual or entity accessing or using the Services ("you" or "your"). These Terms govern your access to and use of the Services, including the Tabkeeper websites located at tabkeeper.io and its subdomains, the Tabkeeper web and mobile applications, and all related software, tools, features, and services.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION: SECTION 52 OF THESE TERMS CONTAINS A BINDING ARBITRATION PROVISION, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER. EXCEPT AS DESCRIBED IN SECTION 52, YOU AND TABKEEPER AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION, AND YOU AND TABKEEPER EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING. SECTION 52.9 EXPLAINS HOW YOU MAY OPT OUT OF THE ARBITRATION AGREEMENT WITHIN THIRTY (30) DAYS. IMPORTANT NOTICE REGARDING PROFESSIONAL SERVICES: TABKEEPER IS A SOFTWARE PLATFORM AND, WHERE SEPARATELY ENGAGED, A PROVIDER OF BOOKKEEPING SERVICES. TABKEEPER IS NOT A BANK, CERTIFIED PUBLIC ACCOUNTING FIRM, LAW FIRM, BROKER-DEALER, REGISTERED INVESTMENT ADVISER, INSURANCE COMPANY, OR TAX PREPARATION FIRM. THE SERVICES, INCLUDING ALL AI FEATURES, REPORTS, FORECASTS, AND INSIGHTS, ARE PROVIDED FOR INFORMATIONAL AND ORGANIZATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE ACCOUNTING, TAX, LEGAL, INVESTMENT, INSURANCE, OR OTHER PROFESSIONAL ADVICE. SEE SECTIONS 22 AND 23.

PART I — INTRODUCTION

1. Acceptance of These Terms

1.1 Agreement to Terms. By creating an Account, clicking a button or checking a box indicating acceptance of these Terms, executing an Order Form that references these Terms, or otherwise accessing or using any portion of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and by each policy incorporated into these Terms by reference. If you do not agree to these Terms, you must not access or use the Services.

1.2 Acceptance on Behalf of an Organization. If you are accessing or using the Services on behalf of a company, partnership, sole proprietorship, nonprofit, or other legal entity or organization, then (a) "you" and "your" refer to that entity, (b) you represent and warrant that you are authorized to bind that entity to these Terms, and (c) that entity is responsible for all activity occurring under its Accounts and Workspaces. If you do not have such authority, you must not accept these Terms or use the Services on behalf of that entity.

1.3 Individual Users. The Services may be used by individuals for personal, family, or household financial purposes, including through Personal Finance Features, where offered. If you use the Services as an individual, "you" and "your" refer to you personally. Certain provisions of these Terms apply only to Business Users or only to individual users, and are identified as such where applicable. Nothing in these Terms limits any non-waivable rights you may have under Applicable Law as a consumer.

1.4 Additional Terms for Specific Services. Certain Services may be subject to additional terms, including the Bookkeeping Engagement Agreement, API Terms, an Enterprise Agreement or Order Form, or terms presented at the point of enrollment for a specific feature ("Additional Terms"). Additional Terms are incorporated into these

Terms with respect to the applicable Service. If Additional Terms expressly conflict with these Terms, the Additional Terms control solely with respect to the specific Service to which they apply.

1.5 Age and Capacity. The Services are available only to persons who are at least eighteen (18) years of age and who are capable of forming a legally binding contract under Applicable Law. By using the Services, you represent and warrant that you meet these requirements.

1.6 Records of Acceptance. Tabkeeper maintains records of acceptance of these Terms and of material updates to them, which may include the accepting User and Account, the date and time of acceptance, the version accepted, and the method of acceptance. You agree that Tabkeeper's records of electronic acceptance are admissible in any proceeding and constitute presumptive evidence of acceptance, and that you will not contest the validity or enforceability of these Terms on the ground that they were accepted electronically. Tabkeeper may from time to time require you to expressly re-accept these Terms, or an updated version of them, as a condition of continued use of the Services.

2. The Tabkeeper Legal Framework; Incorporated Policies; Order of Precedence

2.1 The Legal Framework. These Terms serve as the foundation of the Tabkeeper Legal Framework, a coordinated set of agreements and policies that together govern the Services. In addition to these Terms, the Tabkeeper Legal Framework includes, where published or entered into, the following documents, each of which uses the defined terms established in Section 3 of these Terms: (a) the Privacy Policy; (b) the Cookie Policy; (c) the Acceptable Use Policy; (d) the Support, Billing & Refund Policy; (e) the Security Overview; (f) the Subprocessor List; (g) the Bookkeeping Engagement Agreement (for clients purchasing Bookkeeping Services); (h) the AI & Financial Information Disclaimer or AI Policy; (i) the API Terms (for users of API or developer functionality, where offered); and (j) any Enterprise Agreement, Data Processing Addendum, or Order Form separately executed by you and Tabkeeper.

2.2 Incorporation by Reference. The Acceptable Use Policy and the Support, Billing & Refund Policy, in each case as published by Tabkeeper and updated from time to time, are incorporated into and form part of these Terms. The Privacy Policy and the Cookie Policy are referenced in, and should be read together with, these Terms: they describe Tabkeeper's information practices, and by using the Services you acknowledge them, but they are statements of practice rather than contractual commitments, and they do not create warranties, representations, or obligations beyond those required by Applicable Law. Documents described in Section 2.1 that have not yet been published or executed will become part of the Tabkeeper Legal Framework when published or executed, and until that time the corresponding subject matter is governed by these Terms.

2.3 Order of Precedence. If there is a conflict among documents in the Tabkeeper Legal Framework, the following order of precedence applies, in each case solely with respect to the subject matter of the conflict: (a) first, a mutually executed Enterprise Agreement, Data Processing Addendum, or Order Form; (b) second, the Bookkeeping Engagement Agreement, with respect to Bookkeeping Services; (c) third, Additional Terms applicable to a specific Service; (d) fourth, these Terms; and (e) fifth, the incorporated policies described in Section 2.2.

2.4 One Agreement for Business and Personal Use. The Tabkeeper Legal Framework is designed to govern both business and personal use of the Services under a single set of Terms. Provisions relating to features that Tabkeeper has not yet made generally available, including certain AI Features, invoicing, bill pay, payments, payroll-related features, lending-related features, APIs, and enterprise functionality, are included so that those features are governed by these Terms if and when they are offered. Language such as "where offered," "where available," or "may be available" identifies functionality that may not currently be available, that may be offered only to certain users or Plans, or that may be introduced, modified, or withdrawn at Tabkeeper's discretion. Nothing in these Terms constitutes a commitment by Tabkeeper to offer, continue, or support any feature or Service.

3. Definitions For purposes of these Terms and each other document in the Tabkeeper Legal Framework, the following capitalized terms have the meanings set forth below. Defined terms may be used in the singular or the plural, and

grammatical variations of a defined term have corresponding meanings.

3.1 "Acceptable Use Policy" means the Tabkeeper Acceptable Use Policy, where published at tabkeeper.io or within the Services, as updated from time to time.

3.2 "Account" means a unique account registered with Tabkeeper that enables a User to access and use the Services, including any login credentials, settings, and associated data.

3.3 "Additional Terms" has the meaning set forth in Section 1.4.

3.4 "Administrator" means a User assigned a User Role with elevated permissions for an Organization or Workspace, including, depending on configuration, the ability to manage Users, permissions, settings, billing, integrations, or data.

3.5 "Affiliate" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where "control" means ownership of more than fifty percent (50%) of the voting interests of an entity or the power to direct its management.

3.6 "Aggregated Data" means data that is derived from Customer Content, Financial Data, or use of the Services and that has been aggregated, anonymized, or de-identified such that it does not identify, and cannot reasonably be used to identify, any individual person, Customer, or Organization.

3.7 "AI Features" means any artificial intelligence, machine learning, generative artificial intelligence, large language model, natural language processing, optical character recognition, automation, agentic, or similar functionality offered as part of the Services, whether now existing or introduced in the future, and whether operated by Tabkeeper or powered by Third-Party Services, including, where offered, transaction categorization, report generation, cash flow forecasting, financial insights, summaries, explanations of accounting concepts, question answering, and AI assistants or agents.

3.8 "AI Input" means Customer Content, prompts, questions, instructions, files, and other materials submitted to or processed by AI Features.

3.9 "AI Output" means suggestions, categorizations, forecasts, reports, summaries, insights, text, or other content generated or returned by AI Features.

3.10 "AI Policy" means the Tabkeeper AI & Financial Information Disclaimer or other AI-specific policy, where published, as updated from time to time.

3.11 "API Terms" means the Tabkeeper API Terms, where published or made available to users of API or developer functionality, as updated from time to time.

3.12 "App Store Provider" means Apple Inc., Google LLC, or another operator of an application marketplace, platform, or in-app purchase or billing system through which the Services are distributed or Subscriptions are sold, together with its Affiliates.

3.13 "App Store Purchase" means a purchase of a Subscription or other paid feature of the Services completed through an App Store Provider's in-app purchase or billing system rather than directly from Tabkeeper.

3.14 "Applicable Law" means all laws, statutes, regulations, rules, ordinances, orders, and binding guidance of any governmental authority that apply to a party or to the Services, including, as applicable, privacy, data protection, consumer protection, financial services, export control, sanctions, anti-money laundering, and tax laws.

3.15 "Authorized User" means an individual who is invited to or provisioned with access to an Organization's Workspace under these Terms, including under any User Role.

3.16 "Beta Features" means features, products, or functionality of the Services that are identified or offered as alpha, beta, preview, pilot, early access, evaluation, experimental, or similar.

3.17 "Bookkeeping Engagement Agreement" means the separate written agreement between Tabkeeper and a Customer that governs the provision of Bookkeeping Services to that Customer.

3.18 "Bookkeeping Services" means the human-performed bookkeeping and related professional support services that Tabkeeper may offer, where offered, including monthly reconciliation, expense categorization, vendor tracking, accounts payable and accounts receivable support, preparation of financial statements and cash flow reports, CPA-ready books, historical cleanup and catch-up work, year-end packages, and related support, in each case as further described in Section 20 and the applicable Bookkeeping Engagement Agreement. Bookkeeping Services do not include tax return preparation, tax filing, audit or attest services, or, except where expressly offered in the future, payroll filing or sales tax filing.

3.19 "Business User" means a Customer or User that accesses or uses the Services on behalf of or for the benefit of a business, organization, nonprofit, professional practice, or other entity, or otherwise for commercial purposes.

3.20 "Confidential Information" has the meaning set forth in Section 39.

3.21 "Connected Financial Account" means any external financial account or data source that a User links to or connects with the Services, including, where offered, bank accounts, credit card accounts, brokerage and investment accounts, retirement accounts, loan and mortgage accounts, payment platforms, and other financial accounts or services, whether connected through a Data Aggregation Provider, a direct integration, file upload, or other means.

3.22 "Cookie Policy" means the Tabkeeper Cookie Policy, where published at tabkeeper.io, as updated from time to time.

3.23 "Customer" means the individual or entity that owns an Account or Organization, and, where the context requires, includes its Authorized Users.

3.24 "Customer Content" means all data, information, files, and materials that you or your Authorized Users submit, upload, enter, transmit, or otherwise provide to the Services, or authorize the Services to retrieve on your behalf, including Financial Data, receipts, invoices, bank and financial statements, images, documents, spreadsheets, budgets, investment information, personal finance data, business data, vendor and customer records, and AI Inputs. Customer Content does not include Aggregated Data, Feedback, or usage and diagnostic data collected by Tabkeeper.

3.25 "Data Aggregation Provider" means a third-party provider of financial account connectivity, aggregation, or data retrieval services used to link Connected Financial Accounts to the Services, including, but not limited to, Plaid Inc.

3.26 "Data Processing Addendum" means a data processing addendum or agreement separately executed by you and Tabkeeper governing the processing of Personal Information in connection with the Services.

3.27 "Dispute" has the meaning set forth in Section 52.

3.28 "Documentation" means the user guides, help center articles, technical documentation, and usage descriptions for the Services that Tabkeeper publishes or otherwise makes available, as updated from time to time.

3.29 "Effective Date" means, with respect to these Terms, the date identified as the Effective Date at the top of these Terms or, for Customers that accept these Terms after that date, the date of acceptance.

3.30 "Enterprise Agreement" means a separately negotiated and mutually executed written agreement between Tabkeeper and a Customer governing enterprise use of the Services, which may include an Order Form, master services agreement, service level terms, or Data Processing Addendum.

3.31 "Feedback" means suggestions, ideas, enhancement requests, recommendations, or other feedback regarding the Services that you or your Authorized Users provide to Tabkeeper.

3.32 "Fees" means the fees, charges, and other amounts payable for the Services, including Subscription fees, fees for Bookkeeping Services, usage-based fees, and fees for additional features or services, in each case as described on the Pricing Page, in an Order Form, in a Bookkeeping Engagement Agreement, or at the point of purchase, exclusive of taxes.

3.33 "Financial Data" means Customer Content consisting of financial information of any kind, including transactions, balances, account information, income and expense records, accounts payable and receivable records, payroll-related information, investment holdings and activity, budgets, savings goals, debts, loans, mortgages, net worth information, and financial reports, whether relating to a business or an individual.

3.34 "Force Majeure Event" has the meaning set forth in Section 53.

3.35 "Free Trial" means a limited period during which Tabkeeper makes some or all of the Services available free of charge, where offered.

3.36 "Intellectual Property Rights" means all patents, copyrights, moral rights, trademarks, service marks, trade dress, trade names, trade secrets, know-how, database rights, and all other intellectual property and proprietary rights of any kind, whether registered or unregistered, and all applications, registrations, renewals, and extensions of the foregoing, anywhere in the world.

3.37 "Losses" means claims, demands, actions, proceedings, liabilities, damages, judgments, settlements, penalties, fines, costs, and expenses, including reasonable attorneys' fees.

3.38 "Marks" means the Tabkeeper name, the Tabkeeper logo, and all other trademarks, service marks, trade names, trade dress, logos, brand elements, and product names of Tabkeeper, whether registered or unregistered.

3.39 "Order Form" means an ordering document, online order flow, statement of work, or similar document that is executed or accepted by you and Tabkeeper and that references these Terms or an Enterprise Agreement.

3.40 "Organization" means a business, entity, or other group workspace created within the Services under which one or more Users collaborate, which may include multiple Workspaces, businesses, or entities, where offered.

3.41 "Owner" means the User Role with the highest level of permissions for an Organization, including authority over billing, Subscription management, User management, and Account deletion.

3.42 "Payment Method" means a payment card, bank account, or other payment instrument or method accepted by Tabkeeper or its Payment Processor that you provide for payment of Fees.

3.43 "Payment Processor" means a third-party payment processing provider engaged to process payments for the Services, including, but not limited to, Stripe, Inc. and its affiliates.

3.44 "Personal Finance Features" means features of the Services designed for use by individuals for personal, family, or household purposes, where offered, including personal spending tracking, budgeting, savings and debt tracking, investment and retirement tracking, net worth tracking, personal cash flow tools, and related insights and reports.

3.45 "Personal Information" means information that identifies, relates to, or could reasonably be linked to an identified or identifiable individual, as further described in the Privacy Policy or defined under applicable privacy laws.

3.46 "Plan" means a tier, edition, or package of the Services with particular features, limits, and pricing, as described on the Pricing Page or in an Order Form.

3.47 "Pricing Page" means the page or pages of the Tabkeeper website or applications where Tabkeeper publishes then-current Plans, pricing, and billing options, as updated from time to time.

3.48 "Privacy Policy" means the Tabkeeper Privacy Policy published at tabkeeper.io, as updated from time to time.

3.49 "Sanctions Laws" means economic and trade sanctions and export control laws and regulations of the United States and other applicable jurisdictions, including those administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of Commerce, and the U.S. Department of State.

3.50 "Security Overview" means the Tabkeeper Security Overview, where published, as updated from time to time.

3.51 "Services" means, collectively, all software, applications, platforms, websites, mobile applications, APIs, bookkeeping services, financial management tools, budgeting tools, expense tracking, revenue tracking, accounts

payable and accounts receivable tools, bank account aggregation and Connected Financial Account features, investment tracking, financial reporting and analytics, cash flow forecasting, AI Features and other AI-powered services, payment-related services, banking-related services, invoicing, bill pay, payroll-related features, lending-related features, document management and storage capabilities, OCR and receipt processing, educational content, enterprise tools and controls, developer services, integrations, support services, and any other current or future products, modules, features, functionality, content, or services offered, made available, or performed by Tabkeeper, whether accessed through the web, mobile applications, APIs, or any other means, in each case including where applicable any associated Documentation.

3.52 "Software" means the software applications, mobile applications, platforms, systems, interfaces, and code made available by Tabkeeper as part of the Services, including all updates, upgrades, and modifications.

3.53 "Subprocessor" means a third-party service provider engaged by Tabkeeper to process Customer Content or Personal Information in connection with providing the Services.

3.54 "Subprocessor List" means the list identifying Tabkeeper's material Subprocessors, where published, as updated from time to time.

3.55 "Subscription" means a paid right to access and use designated Services for a Subscription Term under a Plan.

3.56 "Subscription Term" means the monthly, annual, or other recurring period for which a Subscription is purchased, together with each renewal period.

3.57 "Support, Billing & Refund Policy" means the Tabkeeper Support, Billing & Refund Policy, where published, as updated from time to time.

3.58 "Tabkeeper," "we," "us," and "our" mean Tabkeeper Inc., a New York corporation, together with, where the context requires, its Affiliates, and its and their successors and permitted assigns.

3.59 "Terms" means these Terms of Service, including all documents incorporated by reference, as modified from time to time in accordance with Section 55.

3.60 "Third-Party Professional" means an independent third-party professional or professional services firm, including certified public accountants, CPA firms, tax preparers, attorneys, and financial advisers, with whom a Customer engages or is introduced, including any to whom Tabkeeper refers or with whom Tabkeeper coordinates on a Customer's behalf.

3.61 "Third-Party Services" means products, services, applications, integrations, websites, data sources, networks, and platforms that are provided by third parties and that interoperate with, are linked from, or are used in connection with the Services, including, but not limited to, Payment Processors, Data Aggregation Providers, accounting platforms, point-of-sale systems, delivery and ordering platforms, payroll providers, banks and financial institutions, cloud hosting providers, AI model and infrastructure providers, and future integrations, as further described in Section 13.

3.62 "User" means any individual who accesses or uses the Services under an Account, including a Customer who is an individual and any Authorized User.

3.63 "User Role" means a permission level assigned to a User within an Organization or Workspace, which may include, where offered, Owner, Administrator, Manager, Employee, and Viewer, or such other roles as Tabkeeper may make available.

3.64 "you" and "your" have the meanings set forth in Section 1.

3.65 "Workspace" means a discrete environment within the Services in which a Customer or Organization maintains its books, records, data, Users, and settings, including, where offered, multiple workspaces for separate businesses or entities.

4. Eligibility

4.1 General Requirements. To access or use the Services, you must: (a) be at least eighteen (18) years of age; (b) have the legal capacity to enter into a binding contract; (c) register for an Account using accurate and complete information; (d) not be prohibited from using the Services under Applicable Law, including Sanctions Laws; and (e) comply at all times with these Terms.

4.2 Intended Users. The Services are designed for businesses, organizations, entrepreneurs, professionals, accountants and bookkeepers, authorized representatives, and, where Personal Finance Features are offered, individuals seeking to organize, understand, and manage their financial information.

4.3 Geographic Availability. The Software portion of the Services is offered worldwide, except where prohibited by Applicable Law or Section 29 (Export Controls; Sanctions). Bookkeeping Services are currently offered only to businesses based in the United States, unless otherwise agreed in writing by Tabkeeper. Certain Services, features, or integrations may be available only in certain jurisdictions, and Tabkeeper makes no representation that the Services are appropriate or available for use in any particular location.

4.4 Sanctions and Prohibited Persons. You represent and warrant that: (a) you are not located in, organized under the laws of, or ordinarily resident in any country or territory that is the subject or target of comprehensive sanctions administered by OFAC or any other applicable sanctions authority; (b) you are not identified on any list of prohibited, sanctioned, or restricted parties maintained under any Sanctions Laws, including OFAC's Specially Designated Nationals and Blocked Persons List; and (c) you are not owned or controlled by, and are not acting on behalf of, any person or entity described in clauses (a) or (b). You agree that you will not permit any User to access or use the Services in violation of this Section 4.4.

4.5 No Prior Suspension. You represent that neither you nor your Organization has previously been suspended or removed from the Services for a violation of these Terms or any predecessor terms, unless Tabkeeper has expressly authorized your return in writing.

PART II — THE SERVICES

5. The Services; Scope; Modifications to the Services

5.1 Overview of the Services. Tabkeeper provides a cloud-based financial operations platform through which Users may, depending on their Plan and the features then offered, track expenses and revenue, manage accounts payable and accounts receivable, manage vendors and customers, upload and process receipts, bank statements, and other financial documents, import and export data, connect bank feeds and other Connected Financial Accounts, categorize transactions manually or, where offered, with the assistance of AI Features, generate financial reports and dashboards, forecast cash flow, receive bill reminders, manage multiple businesses and Workspaces, and administer Users and permissions, through web and mobile applications.

5.2 Evolving Platform. Tabkeeper is an evolving platform. The Services may in the future include, where offered, additional modules and functionality such as AI accounting and financial assistants and agents, invoicing, bill pay, payments, payroll-related features and integrations, sales tax features, expanded bank and financial institution connections, lending-related features, expense cards, Personal Finance Features, budgeting and financial planning tools, investment tracking, APIs and a developer platform, enterprise controls, audit logs, multi-entity accounting, CPA collaboration tools, document management, OCR and receipt processing, and vendor and customer portals. Any such functionality, if and when made available, constitutes part of the Services and is governed by these Terms and any applicable Additional Terms. References in these Terms to features that "may be available" or are available "where offered" do not obligate Tabkeeper to develop, launch, maintain, or continue any feature.

5.3 Modifications to the Services. Tabkeeper may modify, enhance, add to, discontinue, or remove features or functionality of the Services from time to time. Tabkeeper will use commercially reasonable efforts to provide advance notice of any change that materially reduces the core functionality of a paid Subscription during its then-current Subscription Term, which notice may be provided through the Services, by email, or by posting to the Tabkeeper website. Tabkeeper is not liable for any modification, suspension, or discontinuation of the Services or any feature, except as expressly provided in Section 11 (Cancellation; Refunds) or as required by Applicable Law.

5.4 Documentation; Support. Tabkeeper may publish Documentation describing features, limits, and use of the Services, and may update Documentation from time to time. Tabkeeper provides customer support as described in the Support, Billing & Refund Policy, where published, or as otherwise described within the Services. Support levels, hours, and channels may vary by Plan.

5.5 Mobile Applications; App Store Provisions. Use of Tabkeeper mobile applications may be subject to additional terms required by the applicable app store or platform provider (such as Apple or Google), which are Third-Party Services, and you are responsible for any mobile data or carrier charges incurred in connection with your use of the Services. If you download a Tabkeeper mobile application from the Apple App Store, Google Play, or another app marketplace, the following additional provisions apply to the extent required by the marketplace provider: (a) these Terms are an agreement between you and Tabkeeper only, and not with the marketplace provider, and the marketplace provider is not responsible for the application or its content; (b) your license to the application is limited to a non-transferable license to use it on devices that you own or control, as permitted by the marketplace's usage rules; (c) the marketplace provider has no obligation to provide maintenance or support for the application; (d) in the event of any failure of the application to conform to an applicable warranty, you may notify the marketplace provider for any refund of the purchase price available under its policies, and, to the maximum extent permitted by Applicable Law, the marketplace provider has no other warranty obligation with respect to the application; (e) as between Tabkeeper and the marketplace provider, Tabkeeper, not the marketplace provider, is responsible for addressing claims relating to the application or your use of it, including product liability claims, legal or regulatory compliance claims, and consumer protection claims; (f) in the event of a third-party claim that the application infringes intellectual property rights, as between Tabkeeper and the marketplace provider, Tabkeeper is responsible for the investigation, defense, settlement, and discharge of that claim to the extent required by these Terms; (g) you represent that you are not located in a country subject to a U.S. government embargo or designated a "terrorist supporting" country, and that you are not on any U.S. government list of prohibited or restricted parties; and (h) Apple Inc. and its subsidiaries are third-party beneficiaries of these Terms with respect to your use of an iOS application, and upon your acceptance of these Terms Apple has the right to enforce them against you as a third-party beneficiary.

5.6 Not a System of Record for Compliance. The Services assist you in organizing and understanding financial information. You remain solely responsible for maintaining your own books, records, and source documents as required by Applicable Law, as further described in Section 45 (Customer Responsibilities; Recordkeeping).

6. Accounts, Registration, and Account Security

6.1 Registration. To use the Services, you must create an Account. You agree to: (a) provide accurate, current, and complete information during registration and at all times thereafter; (b) maintain and promptly update your Account information; (c) maintain the security and confidentiality of your login credentials; and (d) accept responsibility for all activities that occur under your Account, whether or not authorized by you, except to the extent caused by Tabkeeper's breach of these Terms.

6.2 Credentials; Multi-Factor Authentication. You are responsible for safeguarding your password and any other credentials used to access your Account and for restricting access to your devices. Tabkeeper may offer security features such as multi-factor authentication, where offered, and strongly encourages you to enable all available security features. Tabkeeper will never ask you for your password by email.

6.3 Unauthorized Use. You agree to notify Tabkeeper immediately at support@tabkeeper.io of any known or suspected unauthorized access to or use of your Account or any other breach of security relating to the Services. Tabkeeper is not liable for any loss or damage arising from unauthorized use of your Account resulting from your failure to safeguard credentials, subject to Applicable Law.

6.4 Accuracy of Account Information. Tabkeeper may suspend or terminate Accounts that contain false, fraudulent, misleading, or incomplete information, or that Tabkeeper reasonably believes were created in violation of these Terms.

6.5 One Person per Login. Login credentials are personal to each User and may not be shared. Each individual accessing a Workspace must do so under that individual's own User login, where the Plan supports multiple Users.

7. Organizations, Workspaces, and User Roles

7.1 Organizations and Workspaces. The Services may allow a Customer to create one or more Organizations or Workspaces, including, where offered, separate Workspaces for multiple businesses or entities. The Customer that owns an Organization is responsible for: (a) the acts and omissions of all Authorized Users within that Organization; (b) all Customer Content submitted within its Workspaces; and (c) ensuring that all Authorized Users comply with these Terms.

7.2 Inviting Users. Where the applicable Plan permits, a Customer may invite employees, contractors, accountants, bookkeepers, and other individuals to join its Organization as Authorized Users. The Customer is responsible for determining and managing the User Roles and permissions of its Authorized Users and for promptly removing access for individuals who should no longer have it (for example, former employees).

7.3 User Roles. The Services may offer User Roles including, where offered: (a) Owner, which has full permissions and privileges, including management of billing, Subscriptions, Users, settings, and Account or Organization deletion; (b) Administrator, which has substantially similar permissions to Owner as configured; (c) Manager, which may access and modify Workspace content and settings other than billing, Subscription, and Account deletion functions; (d) Employee, which may view and adjust only those areas and records to which it has been granted access; and (e) Viewer, which is limited to read-only access. Tabkeeper may add, modify, rename, or remove User Roles and their associated permissions from time to time.

7.4 Administrator Authority. Owners and Administrators may have the ability to access, view, modify, export, restrict, or delete Customer Content within their Organization, to manage other Users, and to control integrations and settings. You acknowledge that Tabkeeper may rely on instructions and actions of Owners and Administrators as authorized actions of the Customer, and that Tabkeeper has no obligation to review or second-guess Organization-internal permission decisions. Any dispute between a Customer and its Users, or among Users of an Organization, is solely between those parties.

7.5 Audit Logs. The Services may provide, where offered, audit logging that records actions taken within a Workspace, which may include the acting User, date and time, IP address, changes made, login history, permission changes, deleted records, and exports. Audit logs are provided for the Customer's operational and governance purposes, may be subject to retention limits, and are not guaranteed to be complete or suitable for any particular legal or evidentiary purpose.

7.6 Accountant and Advisor Access. Where offered, a Customer may grant a Third-Party Professional (such as its CPA) access to its Workspace. Such access is granted at the Customer's direction and risk, and the Third-Party Professional's use of the Services is subject to these Terms.

8. License Grant; License Restrictions

8.1 License Grant. Subject to your compliance with these Terms and payment of applicable Fees, Tabkeeper grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during your Subscription Term (or, for free portions of the Services, during the period Tabkeeper makes them available to you) to access and use the Services, and to install and use the mobile applications on devices you own or control, solely for your internal business purposes or, for individuals, your personal, non-commercial financial management purposes, in each case in accordance with these Terms and the Documentation.

8.2 License Restrictions. Except as expressly permitted by these Terms or by Applicable Law notwithstanding this restriction, you will not, and will not permit any User or third party to: (a) copy, modify, adapt, translate, or create derivative works of the Services or Software; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, object code, architecture, data models, or underlying structure, ideas, or algorithms of the Services; (c) rent, lease, lend, sell, resell, sublicense, distribute, publish, transfer, white-label, or otherwise make the Services available to any third party, or offer the Services on a service-bureau, timesharing, or outsourced basis; (d) access or use the Services to build, train, improve, or assist a competing product or service, or for competitive analysis or benchmarking, or publicly disseminate performance information or analysis of the Services without Tabkeeper's prior written consent; (e) scrape, crawl, harvest, or extract data from the Services, or

use robots, spiders, or other automated means to access the Services, except through documented APIs where offered and permitted; (f) use the Services or any Tabkeeper content or data to train, fine-tune, or improve any artificial intelligence or machine learning model, except through features Tabkeeper provides for your use; (g) circumvent, disable, or interfere with security-related features of the Services, usage limits, or access controls, or probe, scan, or test the vulnerability of the Services without Tabkeeper's prior written authorization; (h) remove, alter, or obscure any proprietary notices on the Services; (i) frame, mirror, or embed the Services, or use the Marks, without Tabkeeper's prior written consent; or (j) use the Services in violation of the Acceptable Use Policy or Section 28.

8.3 Usage Limits. Plans may include limits on Users, Workspaces, storage, file sizes, Connected Financial Accounts, transactions, API calls, or other metrics, as described on the Pricing Page or in the Documentation. Tabkeeper may enforce usage limits technically or contractually, and exceeding applicable limits may require an upgrade or result in overage Fees, throttling, or suspension of the affected functionality.

8.4 Reservation of Rights. The Services and Software are licensed, not sold. Tabkeeper and its licensors retain all right, title, and interest in and to the Services, the Software, the Documentation, the Marks, and all related Intellectual Property Rights. No rights are granted to you other than as expressly set forth in these Terms.

PART III — FEES AND BILLING

9. Subscriptions, Fees, and Billing

9.1 Plans and Pricing. Access to paid portions of the Services requires purchase of a Subscription to a Plan. Fees, Plan features, and billing options are described on the Pricing Page or in an applicable Order Form or Bookkeeping Engagement Agreement. Pricing is not stated in these Terms, and the Pricing Page does not form part of these Terms except as to the Fees and Plan limits applicable to your purchase. Enterprise and custom pricing may be set forth in an Order Form, which controls over the Pricing Page for that Customer.

9.2 Billing Cycles. Subscriptions are offered on a monthly or annual basis, as selected at checkout or in an Order Form, and may be offered on other billing cycles where offered. Your Subscription Term begins on the date of purchase (or, where a Free Trial applies, upon conversion of the Free Trial) and continues for the selected billing cycle.

9.3 Automatic Renewal. UNLESS YOU CANCEL YOUR SUBSCRIPTION BEFORE THE END OF

THE THEN-CURRENT SUBSCRIPTION TERM, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR SUCCESSIVE PERIODS EQUAL IN LENGTH TO THE THEN-CURRENT SUBSCRIPTION TERM, AND YOU AUTHORIZE TABKEEPER (THROUGH ITS PAYMENT PROCESSOR) TO CHARGE YOUR PAYMENT METHOD THE THEN-CURRENT FEES FOR EACH RENEWAL PERIOD, PLUS APPLICABLE TAXES. You may cancel automatic renewal at any time as described in Section 11.

9.4 Payment Authorization. By providing a Payment Method, you: (a) represent that you are authorized to use that Payment Method; (b) authorize Tabkeeper and its Payment Processor to charge that Payment Method for all Fees, taxes, and other amounts due under these Terms, including recurring Subscription charges, upgrades, overages, and amounts due under a Bookkeeping Engagement Agreement or Order Form; and (c) agree to keep your Payment Method information current. Charges may appear on your statement under Tabkeeper's name or the name of its Payment Processor.

9.5 Failed Payments; Late Amounts. If a charge to your Payment Method fails or is declined, Tabkeeper may retry the charge, and may suspend or limit access to paid features until payment is received. Amounts that remain unpaid may result in suspension or termination of the Services in accordance with Sections 31 and 32. Tabkeeper may, where permitted by Applicable Law, charge interest on overdue amounts at the lesser of 1.5% per month or the maximum rate permitted by law, and recover reasonable costs of collection.

9.6 Fee Changes. Tabkeeper may change Fees or introduce new charges from time to time. For recurring Subscriptions, Fee increases will take effect no earlier than the start of the next renewal Subscription Term, and

Tabkeeper will provide notice of the increase at least thirty (30) days before it takes effect, by email or through the Services. Your continued use of the Services after a Fee change takes effect constitutes acceptance of the new Fees; if you do not agree, your remedy is to cancel your Subscription before the change takes effect.

9.7 Upgrades and Downgrades. You may upgrade or downgrade Plans where offered. Upgrades take effect promptly, and you authorize a prorated or full charge for the upgraded Plan as described at the point of change. Downgrades take effect at the start of the next billing cycle, may result in loss of features, capacity, or data access associated with the higher Plan, and do not entitle you to any refund or credit for the current billing cycle.

9.8 Order of Application; Credits. Payments may be applied first to the oldest outstanding amounts. Credits and promotional balances, where offered, have no cash value, are non-transferable, may expire, and may be applied to future Fees only.

9.9 Billing Questions. Billing questions should be directed first to support@tabkeeper.io. Your relationship with any bank or card issuer is independent of these Terms.

9.10 Invoices and Billing Records. Tabkeeper or its Payment Processor may make receipts, invoices, and billing history available electronically through the Services or a billing portal. You agree to review your billing statements and to notify Tabkeeper of any suspected billing error or discrepancy within thirty (30) days of the date of the charge in question, in order to permit timely investigation and correction. This Section 9.10 does not limit any non-waivable billing dispute rights you may have under Applicable Law.

9.11 App Store Purchases. Where you purchase a Subscription through an App Store Provider — for example, using Apple In-App Purchase in the Tabkeeper iOS application — the App Store Purchase is billed by the App Store Provider, not by Tabkeeper, using the payment method on file with the App Store Provider and subject to the App Store Provider's terms, and the following apply notwithstanding anything to the contrary in Sections 9 through 12: (a) prices displayed in-app are established through the App Store Provider's systems and may differ from the Pricing Page, including by currency and jurisdiction; (b) automatic renewal, billing timing, payment retries, and consent to price changes are administered by the App Store Provider under its policies; (c) you must manage and cancel App Store Purchases through your account with the App Store Provider (for Apple, Settings !' [your name] !' Subscriptions on your device); cancellation through Tabkeeper Account settings, any billing portal, or email is not effective for App Store Purchases, and deleting the application does not cancel a Subscription; (d) refunds for App Store Purchases are governed by, and must be requested from, the App Store Provider under its refund policies; Tabkeeper does not control and cannot itself issue refunds for App Store Purchases, although Tabkeeper will reasonably assist you in directing your request to the App Store Provider, and Section 11.3 applies only to purchases made directly from Tabkeeper; (e) any taxes on App Store Purchases are calculated, collected, and remitted by the App Store Provider where applicable; and (f) Free Trials, introductory offers, and offer codes for App Store Purchases, where offered, are administered by the App Store Provider under its terms. Tabkeeper receives confirmation of your App Store Purchases and subscription status from the App Store Provider and uses that information to provision your access to the Services.

10. Free Trials, Coupons, and Promotional Offers

10.1 Free Trials. Tabkeeper may offer a Free Trial of the Services, where offered, currently anticipated to be fourteen (14) days for new Customers. The duration, scope, and eligibility criteria of any Free Trial, the Fees that will apply upon conversion, and the date or event on which conversion occurs are disclosed at or before signup and may change or be withdrawn prospectively at any time. Unless otherwise stated at signup: (a) a valid Payment Method may be required to start a Free Trial; (b) no charge will be made until the Free Trial ends; (c) IF YOU DO NOT CANCEL BEFORE THE END OF THE FREE TRIAL, YOUR

FREE TRIAL WILL AUTOMATICALLY CONVERT INTO A PAID SUBSCRIPTION AND YOUR PAYMENT METHOD WILL BE CHARGED THE APPLICABLE FEES; (d) you may cancel during the Free Trial at any time as described in Section 11.1, in which case you will not be charged; and (e) Free Trials are limited to one per Customer, and Tabkeeper may deny or terminate Free Trials that it reasonably believes are duplicative or abusive. Free Trials and introductory offers made available through an App Store Provider are administered by the App Store Provider, and Section 9.11 applies to them.

10.2 Free Trial Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, DURING A FREE TRIAL THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, AND TABKEEPER MAY MODIFY, LIMIT, OR TERMINATE FREE TRIAL ACCESS AT ANY TIME WITHOUT NOTICE OR LIABILITY. You should export any Customer Content you wish to keep before the end of a Free Trial that you do not intend to convert.

10.3 Coupons, Discounts, and Promotions. Tabkeeper may offer coupon codes, introductory discounts (for example, discounted pricing for an initial number of months), referral benefits, or other promotions, where offered. Promotions: (a) apply only as described in the applicable offer terms; (b) cannot be combined unless expressly stated; (c) have no cash value and are non-transferable; (d) apply, in the case of introductory discounts, only for the stated introductory period, after which the then-current standard Fees apply automatically; and (e) may be modified or withdrawn at any time prospectively. Coupon codes and promotions may not be available for App Store Purchases; offer codes redeemable through an App Store Provider, where offered, are subject to the App Store Provider's terms. Tabkeeper may revoke promotional benefits obtained through fraud, abuse, or violation of offer terms or these Terms.

11. Cancellation; Refunds

11.1 Cancellation by You. For Subscriptions purchased directly from Tabkeeper, you may cancel at any time through your Account settings, through the billing portal made available by Tabkeeper or its Payment Processor, or by emailing support@tabkeeper.io from the email address associated with your Account. Online cancellation is available through a simple mechanism that is at least as easy to use as the method by which you subscribed, and cancellation is not conditioned on speaking with any representative. Subscriptions purchased as App Store Purchases must instead be cancelled through the App Store Provider as described in Section 9.11(c). In each case, cancellation stops future renewal charges, and your Subscription and access to paid features remain active until the end of the then-current billing cycle, after which your Subscription will not renew.

11.2 No Prorated Refunds. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.3 OR AS

REQUIRED BY APPLICABLE LAW, ALL FEES ARE NON-REFUNDABLE AND NON-CREDITABLE, AND CANCELLATION DOES NOT ENTITLE YOU TO ANY REFUND OR CREDIT FOR ANY UNUSED PORTION OF A SUBSCRIPTION TERM, INCLUDING PARTIAL MONTHS OR PARTIAL YEARS.

11.3 Limited Refund Exceptions. For purchases made directly from Tabkeeper (refunds for App Store Purchases are addressed in Section 9.11(d)), Tabkeeper will issue a refund or billing correction where: (a) you were charged in duplicate for the same Subscription period; (b) a verified technical failure attributable to Tabkeeper prevented you from accessing the core Services for a substantial portion of the period charged, and you contacted support within thirty (30) days of the charge; or (c) a refund is required by Applicable Law. Refund requests must be submitted to support@tabkeeper.io within thirty (30) days of the disputed charge, with information reasonably sufficient to identify the charge.

11.4 Chargebacks. This Section 11.4 applies to purchases made directly from Tabkeeper; payment disputes for App Store Purchases are handled by the App Store Provider under its policies. You agree to contact Tabkeeper at support@tabkeeper.io and allow Tabkeeper a reasonable opportunity to resolve any billing concern before initiating a chargeback or payment dispute with your bank or card issuer. Tabkeeper may suspend Accounts with pending chargebacks that Tabkeeper reasonably believes are unfounded, and may recover reasonable costs incurred in connection with unfounded chargebacks, in each case where permitted by Applicable Law.

11.5 Effect on Data. Following cancellation or termination, data retention and export are governed by Section 33. You are strongly encouraged to export your Customer Content before your Subscription ends.

12. Taxes

12.1 Taxes Exclusive. Fees are exclusive of all taxes, levies, duties, and similar governmental assessments, including sales, use, value-added, GST, and withholding taxes (collectively, "Taxes"), unless expressly stated otherwise. You are responsible for all Taxes associated with your purchases, other than taxes based on

Tabkeeper's net income.

12.2 Collection and Remittance. Where Tabkeeper is required by Applicable Law to collect Taxes, the applicable Taxes will be added to your charges and remitted to the relevant authority. Taxes on App Store Purchases are calculated, collected, and remitted by the App Store Provider where applicable, as described in Section 9.11(e). If you claim a tax exemption, you must provide Tabkeeper with a valid exemption certificate before the applicable charge; exemptions apply prospectively only.

PART IV — INTEGRATIONS AND FINANCIAL CONNECTIONS

13. Third-Party Services and Integrations

13.1 Integrations Generally. The Services may interoperate with, connect to, retrieve data from, or transmit data to Third-Party Services, including, but not limited to, accounting platforms (such as QuickBooks and Xero), restaurant and hospitality management systems (such as Restaurant365), point-of-sale systems (such as Clover, Toast, and Square), delivery and ordering platforms (such as DoorDash, Uber Eats, and Grubhub), payroll providers (such as Gusto and ADP), Payment Processors (such as Stripe), Data Aggregation Providers (such as Plaid), banks and financial institutions and their APIs, cloud hosting and infrastructure providers, AI model providers, and other current or future integrations. The availability of any particular integration may change at any time, and no integration is guaranteed.

13.2 Your Authorization. By connecting a Third-Party Service to the Services, you: (a) authorize Tabkeeper to access, retrieve, receive, process, store, and display information available through that Third-Party Service on your behalf, and, where the integration supports it and you direct it, to transmit information to that Third-Party Service; (b) represent that you have the right and authority to grant that access, including under your agreement with the Third-Party Service; and (c) instruct Tabkeeper to treat data retrieved from the Third-Party Service as Customer Content under these Terms.

13.3 Third-Party Terms. Your use of any Third-Party Service is governed solely by your agreement with that third party, including its terms of service and privacy policy. Tabkeeper does not control and is not a party to those agreements. You are responsible for maintaining your accounts and credentials with Third-Party Services and for complying with their terms.

13.4 No Responsibility for Third-Party Services. TABKEEPER DOES NOT WARRANT, ENDORSE,

GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD-PARTY SERVICE, INCLUDING ITS AVAILABILITY, ACCURACY, SECURITY, LEGALITY, OR PERFORMANCE. TABKEEPER IS NOT LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM: (A) OUTAGES, ERRORS, DELAYS, OR DATA INACCURACIES ORIGINATING FROM THIRD-PARTY SERVICES; (B) CHANGES TO OR DISCONTINUATION OF THIRD-PARTY APIS OR SERVICES THAT DEGRADE OR DISABLE AN INTEGRATION; OR (C) THE ACTS OR OMISSIONS OF ANY THIRD-PARTY SERVICE PROVIDER. Integrations may stop working, in whole or in part, if a provider changes or discontinues its API or service, and Tabkeeper may suspend or remove an integration at any time.

13.5 Third-Party Links and Content. The Services may contain links to third-party websites, resources, or content. Such links are provided for convenience only, and Tabkeeper is not responsible for the content, products, or practices of linked sites.

14. Connected Financial Accounts; Data Aggregation Services

14.1 Connecting Financial Accounts. Where offered, you may link Connected Financial Accounts to the Services so that the Services can retrieve and display financial information such as transactions, balances, and account details. Connections may be established through a Data Aggregation Provider, including, but not limited to, Plaid, through direct bank or institution integrations, or through file uploads.

14.2 Read-Only Access; No Money Movement. Connected Financial Account functionality is read-only. Through this functionality, Tabkeeper retrieves information; TABKEEPER DOES NOT INITIATE

PAYMENTS, TRANSFERS, WITHDRAWALS, DEPOSITS, OR ANY OTHER MOVEMENT OF FUNDS FROM OR TO YOUR CONNECTED FINANCIAL ACCOUNTS, AND DOES NOT TAKE CUSTODY OR CONTROL OF YOUR FUNDS. If Tabkeeper introduces any payment, bill pay, or money movement functionality in the future, where offered, that functionality will be subject to separate authorization and Additional Terms presented at enrollment.

14.3 Information Retrieved. Depending on the Connected Financial Account and the capabilities of the Data Aggregation Provider or integration, the information retrieved may include: (a) transaction history and details; (b) account balances; (c) account and routing or identifying information; and (d) account holder identity information, where available and where you authorize it. Retrieved information is Customer Content and is handled as described in these Terms and the Privacy Policy.

14.4 Your Authorization and Grant of Access. By linking a Connected Financial Account, you: (a) authorize Tabkeeper and the applicable Data Aggregation Provider to access the Connected Financial Account and retrieve the information described in Section 14.3 on your behalf, using credentials, tokens, or other authentication methods you provide or approve; (b) represent and warrant that you own or are authorized to grant access to the Connected Financial Account; (c) grant Tabkeeper a limited power, solely as your agent and for your benefit, to access the Connected Financial Account and retrieve such information for the purpose of providing the Services; and (d) acknowledge that Tabkeeper is not responsible for the acts or omissions of the financial institution holding the Connected Financial Account.

14.5 Data Aggregation Provider Terms. Where connections are powered by Plaid, you acknowledge and agree that your information may be transmitted, processed, and stored by Plaid in accordance with Plaid's end user privacy policy, and you grant Plaid the rights to access and use your information as described in its applicable end user terms. Other Data Aggregation Providers' terms apply analogously where used.

14.6 Disconnecting Accounts. You may disconnect a Connected Financial Account at any time through your Account settings or by contacting support@tabkeeper.io. Disconnection stops future retrieval of data from that account. Information previously retrieved remains in your Workspace as Customer Content unless and until deleted by you or in accordance with Section 33.

14.7 Accuracy and Availability of Connected Data. Information retrieved from Connected Financial Accounts is provided by third parties, may be delayed, incomplete, duplicated, or inaccurate, and may differ from the records of your financial institution, which remain the authoritative record of your accounts. Connections may be interrupted by actions of the financial institution or Data Aggregation Provider, credential changes, or technical issues. YOU SHOULD NOT RELY ON THE SERVICES AS

YOUR SOLE RECORD OF FINANCIAL ACCOUNT ACTIVITY OR BALANCES.

14.8 No Endorsement by Financial Institutions. Tabkeeper is not sponsored by, endorsed by, or affiliated with any bank, brokerage, card issuer, or other financial institution whose accounts may be connected to the Services, and references to any financial institution within the Services are for identification only. All trademarks of financial institutions and Third-Party Services remain the property of their respective owners.

15. Payment Processing

15.1 Payment Processor. Purchases made directly from Tabkeeper, where offered, are processed by one or more third-party Payment Processors, including, but not limited to, Stripe. Tabkeeper does not itself store full payment card numbers. Your provision of payment information is subject to the Payment Processor's terms of service and privacy policy in addition to these Terms. App Store Purchases are billed and processed by the applicable App Store Provider as described in Section 9.11, and Tabkeeper does not receive your payment card details for App Store Purchases.

15.2 Billing Portal. For purchases made directly from Tabkeeper, Tabkeeper may make available a customer billing portal (which may be operated by the Payment Processor) through which you can view invoices, update Payment Methods, and manage or cancel Subscriptions.

15.3 Processor Changes. Tabkeeper may change Payment Processors or add additional processors at any time,

and may share information reasonably necessary to process payments with such processors as described in the Privacy Policy.

PART V — CONTENT AND DATA

16. Customer Content; Ownership; License to Tabkeeper

16.1 Your Ownership. As between you and Tabkeeper, you own all right, title, and interest in and to your Customer Content, including your Financial Data, receipts, invoices, financial records, bank and financial statements, images, documents, spreadsheets, investment information, budget information, personal finance data, and business data. These Terms do not transfer ownership of any Customer Content to Tabkeeper.

16.2 License to Tabkeeper. You grant Tabkeeper a limited, worldwide, non-exclusive, royalty-free license, with the right to sublicense to its Subprocessors and service providers, to host, store, copy, transmit, process, analyze, display, back up, and create derivative technical representations of (for example, indexes and extracted text) your Customer Content, in each case solely to the extent necessary to: (a) provide, maintain, secure, and support the Services; (b) prevent or address fraud, security, or technical issues; (c) improve the Services, including as described in Section 17 (Aggregated and De-Identified Data) and Section 19 (Artificial Intelligence Features); (d) comply with Applicable Law and enforce the Tabkeeper Legal Framework; and (e) perform Bookkeeping Services you have engaged. This license continues only for as long as Tabkeeper hosts your Customer Content, subject to Section 33 (Data Retention, Export, and Deletion) and survival of backups for the periods described there.

16.3 Your Responsibilities for Customer Content. You are solely responsible for: (a) the accuracy, quality, integrity, legality, and reliability of your Customer Content; (b) obtaining all rights, consents, and permissions necessary to submit Customer Content to the Services, including any Personal Information of your employees, customers, and vendors; and (c) your use of and reliance on outputs of the Services derived from your Customer Content. Tabkeeper has no obligation to review Customer Content and is not responsible for errors, omissions, or compliance issues arising from Customer Content you provide.

16.4 Employee Access to Customer Content. Tabkeeper limits access to Customer Content by its personnel to what is reasonably necessary for legitimate business purposes, which may include onboarding, customer support, troubleshooting and bug fixing, performance of Bookkeeping Services, customer success activities, security and fraud prevention, compliance, and development of features you request. Access is subject to confidentiality obligations and the safeguards described in Section 35 and the Privacy Policy.

16.5 Removal of Content. Tabkeeper may remove, disable access to, or decline to process Customer Content that it reasonably believes violates these Terms, the Acceptable Use Policy, or Applicable Law, or that creates security, legal, or operational risk to Tabkeeper, the Services, or others. Where practicable and lawful, Tabkeeper will notify you of such action.

16.6 File Limits. Uploads may be subject to file type, file size, and storage limits described in the Documentation or within the Services, and Tabkeeper may modify such limits from time to time.

16.7 Marketing Use of Your Name. Tabkeeper will not use your name or logo in customer lists, marketing materials, or public communications without your prior consent, except that Tabkeeper may identify you as directed or permitted by you in writing (including by an approval within the Services).

17. Aggregated and De-Identified Data

17.1 Aggregated Data. Tabkeeper may create, generate, and use Aggregated Data — data that has been aggregated, anonymized, or de-identified such that it does not identify and cannot reasonably be used to identify you, any User, or any individual — for lawful business purposes, including: (a) analytics and statistics; (b) improving, training, and developing the Services and AI Features; (c) fraud detection and security; (d) benchmarking and industry insights; and (e) product research and development.

17.2 Commitments. Tabkeeper will not: (a) sell identifiable customer financial information; or (b) publicly disclose

Aggregated Data in a manner that identifies you or any individual, or that Tabkeeper reasonably believes could be re-identified. Tabkeeper's use of Personal Information is further described in, and limited by, the Privacy Policy and Applicable Law.

18. Feedback If you provide Feedback, you grant Tabkeeper a perpetual, irrevocable, worldwide, royalty-free, fully paid, sublicensable, and transferable license to use, reproduce, modify, incorporate, and otherwise exploit that Feedback for any purpose, without restriction, attribution, or compensation. Feedback is provided voluntarily, and Tabkeeper is under no obligation to use it or keep it confidential.

PART VI — AI, BOOKKEEPING, AND FINANCIAL FEATURES

19. Artificial Intelligence Features

19.1 Scope. This Section 19 applies to all AI Features, whether now existing or introduced in the future, and whether provided directly by Tabkeeper or powered by third-party AI model or infrastructure providers. AI Features may include, where offered: automated or suggested transaction categorization; generation of financial reports and summaries; cash flow and other forecasts; answers to bookkeeping and financial questions; explanations of accounting concepts; financial insights; document and receipt data extraction (including OCR); and AI assistants or agents that perform or suggest actions within the Services.

19.2 Review Models. Tabkeeper may deliver AI Features using human review, automated review, hybrid human-and-machine review, or fully automated processing, and may change the review model at any time, including by service tier. References to human review do not create any obligation that any particular output has been or will be reviewed by a person.

19.3 Nature of AI Output; No Reliance. AI OUTPUT IS GENERATED BY STATISTICAL AND

MACHINE LEARNING METHODS, IS PROVIDED FOR INFORMATIONAL AND ORGANIZATIONAL PURPOSES ONLY, AND MAY BE INACCURATE, INCOMPLETE, OUTDATED, OR MISLEADING, AND MAY NOT REFLECT CORRECT ACCOUNTING TREATMENT, CURRENT LAW, OR YOUR ACTUAL FINANCIAL CIRCUMSTANCES. YOU MUST INDEPENDENTLY REVIEW AND VERIFY ALL AI OUTPUT BEFORE RELYING ON IT OR USING IT FOR ANY BUSINESS, FINANCIAL, TAX, OR LEGAL PURPOSE. AI OUTPUT DOES NOT CONSTITUTE ACCOUNTING, TAX, LEGAL, INVESTMENT, OR OTHER PROFESSIONAL ADVICE; DOES NOT CREATE ANY FIDUCIARY, ADVISORY, CPA-CLIENT, ATTORNEY-CLIENT, OR SIMILAR RELATIONSHIP; AND IS NOT A SUBSTITUTE FOR THE JUDGMENT OF A QUALIFIED PROFESSIONAL. You are solely responsible for decisions and actions taken based on AI Output, including accepting or rejecting suggested categorizations.

19.4 AI Inputs and Processing. AI Inputs are Customer Content. To provide AI Features, Tabkeeper may process AI Inputs using its own systems and those of third-party AI providers acting as Subprocessors. Tabkeeper will not use your identifiable Customer Content to train generalized AI models made available to other customers, except (a) as permitted through Aggregated Data under Section 17, or (b) with your consent. Third-party AI providers are contractually restricted from using your Customer Content other than to provide services to Tabkeeper, as further described in the Privacy Policy and, where published, the Subprocessor List and AI Policy.

19.5 Availability and Changes. AI Features may be offered, modified, limited, suspended, or discontinued at any time, may be available only on certain Plans, may be subject to usage limits, and may be designated as Beta Features under Section 25.

19.6 Prohibited AI Uses. You may not use AI Features to: (a) obtain professional advice in circumstances where Applicable Law requires a licensed professional; (b) generate content that violates Applicable Law or the Acceptable Use Policy; (c) attempt to extract model weights, training data, or system prompts, or otherwise reverse engineer underlying models; or (d) develop or improve a competing product or model.

20. Bookkeeping Services; Bookkeeping Engagement Agreement

20.1 Separate Engagement Required. Bookkeeping Services are offered separately from the Software and, where purchased, are governed by a Bookkeeping Engagement Agreement that each bookkeeping client must sign. If you have not entered into a Bookkeeping Engagement Agreement, Tabkeeper does not provide you Bookkeeping Services, and nothing in the Software — including AI Features, reports, reminders, or support responses — constitutes bookkeeping, accounting, or professional services performed for you.

20.2 Scope of Bookkeeping Services. Where engaged, Bookkeeping Services may include, as described in the applicable Bookkeeping Engagement Agreement: monthly reconciliation; expense categorization; vendor tracking; accounts payable and accounts receivable support; preparation of financial statements and cash flow reports; CPA-ready books; historical cleanup and catch-up work; year-end packages; and related support.

20.3 Services Not Provided. Tabkeeper does not prepare tax returns, does not file tax returns, does not provide audit, review, attest, or assurance services, and does not currently file payroll or sales tax returns. Where Tabkeeper personnel answer general questions about payroll or sales tax, such responses are general information and guidance only, are not tax advice, and may not be relied upon for compliance purposes. Payroll filing, sales tax filing, or other expanded services may be offered in the future, where offered, and if offered will be governed by the Bookkeeping Engagement Agreement or Additional Terms then in effect.

20.4 Availability. Bookkeeping Services are currently available only to businesses based in the United States, unless otherwise agreed in writing.

20.5 Client Responsibilities. Bookkeeping clients remain responsible for the accuracy and completeness of the records, source documents, and information they provide; for timely review and approval of deliverables; for their own tax filings and regulatory compliance; and for management decisions. Tabkeeper's performance depends on timely receipt of accurate information from the client.

20.6 Order of Precedence. With respect to Bookkeeping Services, the Bookkeeping Engagement Agreement controls over these Terms to the extent of any conflict, as described in Section 2.3.

21. Personal Finance Features

21.1 Scope. Where offered, Personal Finance Features allow individuals to organize and understand their personal finances, including tracking spending, budgets, savings goals, debts, loans, and mortgages; tracking investment, brokerage, and retirement accounts; tracking net worth; and viewing personal cash flow information, forecasts, and insights.

21.2 Informational Only. PERSONAL FINANCE FEATURES, INCLUDING ALL BUDGETS,

FORECASTS, INSIGHTS, CHARTS, PERFORMANCE INFORMATION, AND INVESTMENT TRACKING, ARE INFORMATIONAL TOOLS ONLY. THEY DO NOT CONSTITUTE FINANCIAL PLANNING, INVESTMENT ADVICE, TAX ADVICE, CREDIT REPAIR, DEBT MANAGEMENT, OR ANY OTHER REGULATED FINANCIAL SERVICE, AND NO OUTPUT OF THE SERVICES IS A RECOMMENDATION TO BUY, SELL, HOLD, OR OTHERWISE TRANSACT IN ANY SECURITY, ASSET, OR FINANCIAL PRODUCT.

21.3 No Guarantee of Outcomes. Tabkeeper does not guarantee any budget result, savings outcome, investment performance, debt payoff timeline, forecast, or other financial outcome. Historical information is not indicative of future results. Values displayed for investments and accounts may be delayed, estimated, or supplied by third parties and may differ from official statements of your financial institutions, which control.

21.4 Consumer Rights. If you use the Services as a consumer, nothing in these Terms limits any rights or remedies you may have under Applicable Law that cannot be limited or waived by contract.

22. No Professional Advice; Financial Disclaimers

22.1 No Professional Advice. THE SERVICES, INCLUDING ALL SOFTWARE OUTPUTS,

REPORTS, DASHBOARDS, FORECASTS, REMINDERS, AI OUTPUT, EDUCATIONAL CONTENT, TEMPLATES, AND SUPPORT RESPONSES, DO NOT CONSTITUTE AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE OF ANY KIND, INCLUDING ACCOUNTING, AUDITING, BOOKKEEPING (EXCEPT AS EXPRESSLY ENGAGED UNDER A BOOKKEEPING ENGAGEMENT AGREEMENT), TAX, LEGAL, INVESTMENT, FINANCIAL PLANNING, INSURANCE, OR REGULATORY ADVICE. YOU SHOULD CONSULT QUALIFIED PROFESSIONALS REGARDING YOUR SPECIFIC CIRCUMSTANCES BEFORE MAKING FINANCIAL, TAX, LEGAL, OR INVESTMENT DECISIONS.

22.2 Forecasts Are Estimates. Cash flow forecasts, projections, trends, and similar forward-looking outputs are estimates based on assumptions and historical data, are inherently uncertain, and may prove inaccurate. Actual results may differ materially.

22.3 Educational Content. Articles, guides, explanations of accounting concepts, and other educational content are provided for general informational purposes only, may not reflect current law or standards, and are not advice.

22.4 No Fiduciary Relationship. Your use of the Services does not create any fiduciary, advisory, agency (except the limited data retrieval agency described in Section 14.4), trust, CPA-client, attorney-client, or similar relationship between you and Tabkeeper.

22.5 Your Decisions. You retain sole responsibility for your business and financial decisions, your books and records, your filings and compliance obligations, and the supervision of any professionals you engage.

23. Regulatory Status of Tabkeeper

23.1 What Tabkeeper Is Not. Tabkeeper is a financial technology company. TABKEEPER IS NOT: (a) A BANK, CREDIT UNION, TRUST COMPANY, OR OTHER DEPOSITORY INSTITUTION; (b) A

CERTIFIED PUBLIC ACCOUNTING FIRM, AND THE SERVICES DO NOT INCLUDE AUDIT, REVIEW, ATTEST, OR OTHER SERVICES REQUIRING A CPA LICENSE; (c) A LAW FIRM, AND THE SERVICES DO NOT INCLUDE LEGAL SERVICES OR ADVICE; (d) A BROKER-DEALER; (e) A REGISTERED INVESTMENT ADVISER OR FINANCIAL PLANNER; (f) AN INSURANCE COMPANY, AGENT, OR BROKER; (g) A TAX PREPARATION FIRM; OR (h) A MONEY TRANSMITTER OR MONEY SERVICES BUSINESS. No deposit, investment, or similar product offered or tracked through the Services is insured by the FDIC, SIPC, or any governmental agency, except to the extent provided directly by your own financial institution.

23.2 Future Regulated Offerings. If Tabkeeper in the future offers features that are regulated — for example, payments, lending-related products, or connections to lending or banking partners — those features will be offered where permitted by Applicable Law, may be provided by or in partnership with appropriately licensed third parties, and will be subject to Additional Terms and disclosures presented at enrollment. Any lending-related feature, where offered, may involve referral to or origination by third-party financial institutions, and Tabkeeper does not itself extend credit unless and until it expressly states otherwise in Additional Terms.

24. Third-Party Professionals; CPA Collaboration

24.1 Independent Professionals. Tabkeeper may refer you to, coordinate with, or facilitate collaboration with Third-Party Professionals, including CPA firms for tax preparation and filing. Third-Party Professionals are independent contractors and are not employees, agents, or partners of Tabkeeper. Any engagement between you and a Third-Party Professional is a separate agreement solely between you and that professional, and you are responsible for evaluating and supervising professionals you engage.

24.2 No Responsibility for Professional Services. Tabkeeper is not responsible or liable for the services, advice, work product, acts, or omissions of any Third-Party Professional, including tax returns prepared or filed by CPA firms to which work is referred. Where offered, collaboration features (such as granting your CPA access to your Workspace) are tools only, and do not make Tabkeeper a party to your professional engagement.

24.3 Information Sharing. Where you direct Tabkeeper to share your Customer Content with a Third-Party Professional (including by granting Workspace access or requesting a referral), you authorize that disclosure, and

the professional's use of your information is governed by your agreement with the professional and their professional obligations, not by these Terms.

PART VII — PLATFORM FEATURES

25. Beta Features

25.1 Optional Participation. Tabkeeper may offer Beta Features from time to time, including experimental AI Features, new modules, and pre-release integrations. Beta Features are optional; you are not required to use them.

25.2 Beta Disclaimer. BETA FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE," ARE

EXPERIMENTAL, MAY CONTAIN BUGS OR ERRORS, MAY BE MODIFIED, SUSPENDED, OR DISCONTINUED AT ANY TIME WITHOUT NOTICE, MAY NEVER BECOME GENERALLY AVAILABLE, AND ARE EXCLUDED FROM ANY WARRANTIES, COMMITMENTS, OR SERVICE LEVELS THAT MIGHT OTHERWISE APPLY. TABKEEPER HAS NO LIABILITY ARISING OUT OF OR RELATED TO BETA FEATURES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. You should not rely on Beta Features for production, compliance, or business-critical purposes, and you should maintain independent copies of any data used with Beta Features.

25.3 Beta Feedback and Data. Tabkeeper may collect additional diagnostic and usage information from Beta Features to evaluate and improve them, and Feedback regarding Beta Features is governed by Section 18. Beta Features may be subject to additional terms presented at enrollment.

26. APIs and Developer Access

26.1 Reservation; Future Availability. Tabkeeper may offer, where offered, application programming interfaces, developer tools, webhooks, SDKs, and related documentation (collectively, "APIs"), which may include public, partner, private, or enterprise APIs. This Section 26 applies to any API access Tabkeeper makes available, and API access may additionally be governed by separate API Terms, which control with respect to the APIs as described in Section 2.3.

26.2 API License. Subject to these Terms and any applicable API Terms, Tabkeeper grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access designated APIs solely to develop, test, and operate integrations that interoperate with the Services on your own behalf or, where expressly permitted, on behalf of your customers.

26.3 API Keys and Credentials. API access may require issuance of API keys, tokens, or other credentials. You are responsible for safeguarding API credentials, may not share or sell them, and are responsible for all activity occurring under them. Tabkeeper may rotate, revoke, or require reissuance of credentials at any time.

26.4 Rate Limits and Restrictions. Tabkeeper may impose and change rate limits, quotas, and technical or usage restrictions on API access at any time. You will not: (a) exceed or circumvent rate limits or access restrictions; (b) use the APIs to replicate or compete with the Services; (c) cache or store data retrieved through the APIs longer than permitted; (d) misrepresent your integration or its data practices; or (e) use the APIs in a manner that degrades the Services or violates the Acceptable Use Policy.

26.5 Suspension of API Access. Tabkeeper may suspend, limit, or terminate API access immediately and without prior notice where Tabkeeper reasonably believes such action is necessary to protect the Services, Customers, or third parties, or where required by Applicable Law, or upon deprecation or discontinuation of any API. Tabkeeper will use commercially reasonable efforts to provide notice of material API deprecations.

27. Enterprise Features

27.1 Enterprise Functionality. Tabkeeper may offer, where offered, features designed for larger organizations, including advanced audit logs, granular access controls and role-based permissions, single sign-on, enhanced security and availability commitments, multi-entity accounting, enterprise administration, and dedicated support.

27.2 Enterprise Agreements. Enterprise customers may enter into an Enterprise Agreement, Order Form, Data Processing Addendum, or service level agreement with Tabkeeper. Service level commitments, uptime guarantees, and support response times apply only where set forth in a mutually executed Enterprise Agreement; ABSENT SUCH AN AGREEMENT, THE SERVICES ARE

PROVIDED WITHOUT ANY SERVICE LEVEL COMMITMENT, AS DESCRIBED IN SECTION 36.

27.3 Vendor Disclosures. Tabkeeper may make available, where published, a Security Overview, Subprocessor List, and other vendor due diligence materials. Such materials are provided for transparency, may be updated from time to time, and do not amend these Terms unless expressly incorporated in an Enterprise Agreement.

PART VIII — USE REQUIREMENTS AND COMPLIANCE

28. Acceptable Use; Prohibited Conduct

28.1 Acceptable Use Policy. Your use of the Services is subject to the Acceptable Use Policy, where published, which is incorporated into these Terms. In the event of a conflict between this Section 28 and the Acceptable Use Policy, the stricter provision controls.

28.2 Prohibited Conduct. You will not, and will not permit any User or third party to, use the Services to or in a manner that: (a) violates Applicable Law, including financial, tax, consumer protection, privacy, and anti-money laundering laws; (b) commits, facilitates, or conceals fraud, embezzlement, money laundering, terrorist financing, or other financial crime; (c) enters, uploads, or maintains false, fabricated, or intentionally misleading financial data or records, including for the purpose of deceiving lenders, investors, taxing authorities, or other third parties; (d) infringes, misappropriates, or violates the Intellectual Property Rights, privacy rights, or other rights of any person; (e) uploads, transmits, or distributes malicious code, viruses, worms, or other harmful components, or interferes with or disrupts the integrity, security, or performance of the Services or any third-party systems; (f) attempts to gain unauthorized access to the Services, other Accounts, or Tabkeeper's or third parties' systems or networks; (g) engages in scraping, bulk extraction, or automated data collection except through permitted APIs; (h) sends spam or unlawful communications through the Services; (i) uploads content that is unlawful, defamatory, or that you do not have the right to submit; (j) impersonates any person or entity or misrepresents your affiliation with any person or entity; or (k) resells or commercially exploits the Services except as expressly permitted.

28.3 Enforcement. Tabkeeper may investigate suspected violations of this Section 28 and may take any action it reasonably deems appropriate, including warning, suspension, termination, removal of Customer Content, notification of affected third parties, and cooperation with law enforcement, as further described in Sections 30, 31, 32, and 54.

29. Compliance with Laws; Export Controls; Sanctions

29.1 Your Compliance. You are responsible for using the Services in compliance with all Applicable Law, including laws governing your books and records, financial reporting, taxes, employment, data protection, and the conduct of your business. Availability of the Services does not constitute a representation that your use of them complies with the laws that apply to you or your industry.

29.2 Export Controls. The Services, Software, and related technology may be subject to U.S. export control laws and regulations, including the Export Administration Regulations. You will not export, re-export, transfer, or provide access to the Services or Software, directly or indirectly, in violation of Sanctions Laws or export control laws, including to any prohibited destination, end user, or end use.

29.3 Sanctions Compliance. You will comply with all Sanctions Laws in connection with your use of the Services. Tabkeeper may deny, suspend, or terminate access to the Services, and may block or reject transactions or data, where Tabkeeper reasonably believes such action is required by Sanctions Laws or other Applicable Law.

30. Anti-Money Laundering; Fraud Prevention

30.1 Monitoring and Investigation. Tabkeeper reserves the right, but has no obligation, to monitor use of the Services for indicators of fraud, money laundering, sanctions evasion, or other unlawful activity, and to investigate suspected violations, using human, automated, or hybrid review.

30.2 Protective Actions. Tabkeeper may, where it reasonably believes it necessary or where required by Applicable Law: (a) suspend, restrict, or freeze Accounts, Workspaces, features, or access; (b) request additional identifying or verification information from you and condition continued access on receipt of that information; (c) report suspected unlawful activity to law enforcement, regulators, financial institutions, or other appropriate parties; and (d) cooperate with investigations and legal process as described in Section 54. Tabkeeper is not liable for actions taken in good faith under this Section 30.

30.3 No Circumvention. You will not use the Services to conceal the source, ownership, or destination of funds, to structure records to evade reporting obligations, or otherwise to facilitate unlawful financial activity.

31. Suspension

31.1 Grounds for Suspension. Tabkeeper may suspend or restrict your access to all or part of the Services, immediately and with or without prior notice, if: (a) Tabkeeper reasonably believes you have violated these Terms, the Acceptable Use Policy, or Applicable Law; (b) there is suspected fraud, abuse, malware, scraping, security compromise, or unlawful activity associated with your Account; (c) your use poses a security, legal, or operational risk to Tabkeeper, the Services, or any third party, including excessive or abusive API or system usage; (d) amounts you owe are overdue; (e) suspension is required by Applicable Law, Sanctions Laws, legal process, or a governmental request; or (f) suspension is reasonably necessary in connection with bankruptcy, insolvency, or similar proceedings involving you.

31.2 Effect and Restoration. During suspension, Fees continue to accrue for active Subscriptions unless Tabkeeper determines otherwise. Tabkeeper will use commercially reasonable efforts to notify you of a suspension, to limit the scope and duration of the suspension to what is reasonably necessary, and to restore access promptly once the grounds for suspension are resolved. Tabkeeper is not liable for losses arising from suspensions imposed in accordance with this Section 31.

32. Term; Termination

32.1 Term. These Terms apply from the date you first accept them and continue until terminated in accordance with this Section 32.

32.2 Termination by You. You may stop using the Services and may terminate these Terms at any time by cancelling your Subscriptions and closing your Account through Account settings or by emailing support@tabkeeper.io. Termination by you does not entitle you to any refund except as provided in Section 11.3, and amounts already due remain payable.

32.3 Termination by Tabkeeper. Tabkeeper may terminate these Terms, your Account, or any Subscription: (a) immediately upon notice if you materially breach these Terms and, where the breach is curable, fail to cure it within fifteen (15) days after notice (no cure period applies to breaches of Sections 4.4, 8.2, 28, 29, or 30 or to nonpayment following notice); (b) immediately where required by Applicable Law, Sanctions Laws, or legal process, or in connection with fraud or security risk; (c) immediately in connection with your bankruptcy, insolvency, assignment for the benefit of creditors, or similar proceeding, to the extent permitted by Applicable Law; or (d) for convenience upon at least thirty (30) days' notice, in which case Tabkeeper will refund any prepaid Fees for the unused portion of your Subscription Term following the effective date of termination (this is the sole exception to Section 11.2 for convenience terminations by Tabkeeper).

32.4 Effect of Termination. Upon termination or expiration of these Terms or your Account: (a) all licenses granted to you terminate and you must cease use of the Services; (b) amounts owed to Tabkeeper become immediately due; (c) data export and deletion are governed by Section 33; and (d) Tabkeeper may deactivate and delete your Account after the retention period described in Section 33.

32.5 Survival. Sections and obligations that by their nature should survive termination will survive, including

Sections 3, 8.2, 8.4, 9 (with respect to accrued Fees), 11, 12, 16.2 (for the wind-down period), 16.3, 17, 18, 19.3, 22, 23, 24, 33, 39, 40, 41, 42, 44, 45, 46, 48, 49, 50, 51, 52, 54, 56, 57, and 58.

33. Data Retention, Export, and Deletion

33.1 Export Tools. The Services provide the ability to export Customer Content in commonly used formats, which currently include CSV, PDF, and Excel, depending on the data type. You may export your Customer Content at any time during your Subscription and are strongly encouraged to export before cancellation or termination.

33.2 Post-Termination Retention. Following account deletion or a verified deletion request, Tabkeeper will delete or de-identify Customer Content within ninety (90) days, except to the extent that: (a) retention is required by Applicable Law, legal process, or a litigation hold; (b) retention is necessary to resolve disputes, enforce agreements, or investigate fraud, abuse, or security incidents; or (c) data resides in routine backups, which are retained for up to ninety (90) days and then overwritten or deleted in the ordinary course. Aggregated Data is not subject to deletion.

33.3 Deletion Requests. You may request deletion of your Account and Customer Content by using in-product tools, where offered, or by emailing support@tabkeeper.io from the email address associated with your Account. Tabkeeper may verify your identity and authority before acting on a deletion request. Deletion is permanent and cannot be undone; Tabkeeper is not responsible for your failure to export data before deletion.

33.4 Disconnection of Integrations. Disconnecting a Third-Party Service or Connected Financial Account stops future data retrieval but does not by itself delete previously retrieved Customer Content, which remains subject to this Section 33.

33.5 Retention for Bookkeeping Clients. Additional or different retention periods may apply to Bookkeeping Services deliverables and records as described in the Bookkeeping Engagement Agreement or as required by professional standards or Applicable Law.

PART IX — PRIVACY, SECURITY, AND OPERATIONS

34. Privacy

34.1 Privacy Policy. Tabkeeper's collection, use, disclosure, and protection of Personal Information in connection with the Services are described in the Privacy Policy. By using the Services, you acknowledge the Privacy Policy. As described in Section 2.2, the Privacy Policy is a statement of Tabkeeper's practices, provided for transparency, and does not create contractual warranties, representations, or obligations beyond those required by Applicable Law. Where you submit Personal Information of other individuals (for example, employees, customers, or vendors) as Customer Content, you are responsible for having a lawful basis and providing any required notices for that processing.

34.2 Data Residency. The Services are hosted using cloud infrastructure located in the United States and may involve processing, storage, or transmission of data in other jurisdictions through trusted cloud and service providers. Tabkeeper does not represent that data will remain in any single country, except as expressly agreed in an Enterprise Agreement or Data Processing Addendum.

34.3 Cookies. Use of cookies and similar technologies is described in the Privacy Policy and, where published, the Cookie Policy.

35. Security

35.1 Security Program. Tabkeeper maintains a security program with administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of the Services and Customer Content, appropriate to the nature of the data and the size and complexity of Tabkeeper's business. These measures may include encryption of data in transit and at rest, access controls and role-based permissions, logging and monitoring, secure software development practices, personnel confidentiality obligations, and vendor risk review,

as further described in the Security Overview, where published.

35.2 Security Features. Tabkeeper may offer security features for your use, such as multi-factor authentication, session management, User Roles, and audit logs, where offered. You are responsible for configuring and using available security features appropriately for your needs, for the strength and secrecy of your credentials, and for the security of your own devices, networks, and systems.

35.3 Incident Response. Tabkeeper maintains incident response procedures. If Tabkeeper becomes aware of a security incident involving unauthorized access to or disclosure of your unencrypted Personal Information or Customer Content, Tabkeeper will use commercially reasonable efforts to notify you without undue delay and in accordance with Applicable Law, and to provide information reasonably available to Tabkeeper about the nature of the incident and remediation steps. Tabkeeper's notification obligations are those required by Applicable Law, and nothing in this Section 35.3 constitutes a promise of notification within any specific time period.

35.4 No Guarantee. NO METHOD OF TRANSMISSION OR STORAGE IS COMPLETELY SECURE.

WHILE TABKEEPER MAINTAINS COMMERCIALLY REASONABLE SAFEGUARDS, TABKEEPER DOES NOT GUARANTEE THAT THE SERVICES OR CUSTOMER CONTENT WILL BE FREE FROM UNAUTHORIZED ACCESS, BREACH, LOSS, OR CORRUPTION, AND TABKEEPER DISCLAIMS LIABILITY FOR SECURITY INCIDENTS EXCEPT TO THE EXTENT CAUSED BY TABKEEPER'S BREACH OF THESE TERMS OR REQUIRED BY APPLICABLE LAW.

36. Service Availability; Maintenance

36.1 Availability. Tabkeeper will use commercially reasonable efforts to make the Services available for use. HOWEVER, THE SERVICES MAY BE INTERRUPTED, DELAYED, OR UNAVAILABLE FROM

TIME TO TIME, AND TABKEEPER DOES NOT GUARANTEE ANY PARTICULAR LEVEL OF AVAILABILITY, UPTIME, OR PERFORMANCE. NO SERVICE LEVEL AGREEMENT OR UPTIME COMMITMENT APPLIES UNLESS SET FORTH IN A MUTUALLY EXECUTED ENTERPRISE AGREEMENT.

36.2 Maintenance. Tabkeeper may perform scheduled maintenance, during which the Services may be unavailable, and will use commercially reasonable efforts to schedule planned maintenance during off-peak periods and to provide advance notice of significant planned downtime. Tabkeeper may also perform emergency maintenance at any time without notice where reasonably necessary.

36.3 Factors Outside Tabkeeper's Control. Availability may be affected by factors outside Tabkeeper's reasonable control, including Third-Party Services, Data Aggregation Providers, cloud infrastructure providers, internet and telecommunications failures, your equipment and connectivity, and Force Majeure Events.

36.4 Your Equipment. You are responsible for obtaining and maintaining, at your own expense, the devices, operating systems, browsers, software, and internet connectivity needed to access and use the Services, and for ensuring that they meet any minimum requirements described in the Documentation.

37. Business Continuity; Disaster Recovery Tabkeeper maintains commercially reasonable business continuity and disaster recovery practices, which may include automated backups, redundancy, and recovery procedures. Tabkeeper does not commit to specific recovery time or recovery point objectives except as set forth in a mutually executed Enterprise Agreement. You are responsible for maintaining your own contingency plans and independent copies of information you cannot afford to lose, as further described in Sections 45 and 46.

38. Subcontractors; Subprocessors

38.1 Use of Subcontractors. Tabkeeper may engage Affiliates, subcontractors, and service providers — including cloud hosting providers, Payment Processors, Data Aggregation Providers, AI model providers, communications

and email providers, analytics providers, support tooling providers, and, for Bookkeeping Services, qualified personnel and contractors — to perform portions of the Services. Tabkeeper remains responsible for its obligations under these Terms notwithstanding its use of subcontractors.

38.2 Subprocessors. Third parties that process Customer Content or Personal Information on Tabkeeper's behalf are engaged under written agreements imposing confidentiality and data protection obligations appropriate to the services they provide. Where published, the Subprocessor List identifies Tabkeeper's material Subprocessors and may be updated from time to time as Tabkeeper changes or adds vendors.

39. Confidentiality

39.1 Definition. "Confidential Information" means non-public information disclosed by one party to the other in connection with the Services that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure. Your Confidential Information includes Customer Content; Tabkeeper's Confidential Information includes the Software, Documentation, product roadmaps, security information, and non-public pricing; and Confidential Information of both parties includes the non-public terms of any Order Form or Enterprise Agreement. Confidential Information does not include information that: (a) is or becomes generally available to the public other than through breach of these Terms; (b) was known to the receiving party without restriction before receipt; (c) is received from a third party without breach of any obligation; or (d) is independently developed without use of the disclosing party's Confidential Information.

39.2 Obligations. Each party will: (a) use the other party's Confidential Information only as necessary to exercise its rights and perform its obligations under these Terms; (b) protect it using at least the same degree of care it uses for its own similar information, and no less than reasonable care; and (c) not disclose it to any third party except to employees, Affiliates, subcontractors, and advisors who have a need to know it and are bound by confidentiality obligations at least as protective as this Section 39.

39.3 Compelled Disclosure. A party may disclose Confidential Information to the extent required by Applicable Law or legal process, provided that, where legally permitted, it gives the other party prompt notice and reasonable cooperation to seek protective treatment, as further described in Section 54.

39.4 Duration. Confidentiality obligations continue for as long as the information remains Confidential Information, and survive termination of these Terms.

PART X — INTELLECTUAL PROPERTY

40. Tabkeeper Intellectual Property; Trademarks

40.1 Ownership. Tabkeeper and its licensors own all right, title, and interest in and to the Services, the Software, the Documentation, the Marks, and all designs, interfaces, trade dress, source code, data models, know-how, and other technology and content of Tabkeeper, together with all Intellectual Property Rights therein, including all improvements, enhancements, and derivative works, however arising. Except for the limited licenses expressly granted in these Terms, no license or other right is granted to you by implication, estoppel, or otherwise.

40.2 Trademark Restrictions. You may not: (a) use, register, or attempt to register any Marks or any confusingly similar name, logo, or domain; (b) remove or alter Marks or proprietary notices displayed in the Services; or (c) state or imply any partnership, sponsorship, endorsement, or certification by Tabkeeper without Tabkeeper's prior written consent.

40.3 Copyright Notice. The Services and their contents are Copyright © 2026 Tabkeeper Inc. All rights reserved.

41. Copyright Complaints Tabkeeper respects Intellectual Property Rights. If you believe that material available through the Services infringes your copyright, you may send a notification to support@tabkeeper.io that includes: (a) identification of the copyrighted work claimed to be infringed; (b) identification of the material

claimed to be infringing and information reasonably sufficient to locate it; (c) your name, mailing address, telephone number, and email address; (d) a statement that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; (e) a statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf; and (f) your physical or electronic signature. Tabkeeper may remove or disable access to allegedly infringing material, may notify the user who posted it, and may terminate the Accounts of repeat infringers.

42. Open Source Software The Services may include or be distributed with open source software components. Such components are subject to their own license terms, which are available from Tabkeeper on request or identified within the Services or Documentation, and nothing in these Terms limits your rights under, or grants you rights that supersede, the applicable open source licenses.

PART XI — COMMUNICATIONS AND RESPONSIBILITIES

43. Electronic Signatures; Electronic Communications

43.1 Electronic Contracting. You agree that: (a) clicking "I agree," checking a box, creating an Account, executing a document electronically, or continuing to use the Services after notice of updated terms each constitutes your electronic signature and acceptance, with the same legal effect as a handwritten signature; and (b) these Terms and all related agreements, records, and disclosures may be formed, executed, delivered, and stored electronically.

43.2 Consent to Electronic Communications. You consent to receive all communications relating to the Services electronically, including agreements, invoices and billing notices, legal and policy updates, transactional messages, support communications, and security alerts, by email to the address associated with your Account, through the Services, or by other electronic means. Electronic communications satisfy any legal requirement that a communication be in writing. You may withdraw this consent by closing your Account; you are responsible for keeping your email address current, and notices sent to the address on file are effective even if undeliverable.

43.3 Marketing Communications. You may opt out of marketing emails at any time using the unsubscribe mechanism provided; transactional and legal notices are not affected by such opt-out.

43.4 Text and Push Notifications. Where offered, you may enroll in text message (SMS) or push notifications for alerts such as bill reminders, security notices, and account activity. By enrolling, you consent to receive such messages at the number or device you provide, understand that message and data rates may apply and that message frequency varies, and agree that you may opt out at any time (for SMS, by replying STOP, or as otherwise described at enrollment). Notifications may be delayed or undelivered due to carrier or technical issues, and you should not rely on them as your sole means of monitoring your Account or finances.

44. Notices

44.1 Notices to You. Tabkeeper may provide notices to you by email to the address associated with your Account, by posting within the Services, or by posting to the Tabkeeper website. Notices are effective when sent or posted.

44.2 Notices to Tabkeeper. Except where these Terms specify a different mechanism, notices to Tabkeeper, including legal notices, must be sent by email to support@tabkeeper.io, with a subject line reasonably identifying the nature of the notice (for example, "Legal Notice"). Notices to Tabkeeper are effective upon confirmed receipt.

45. Customer Responsibilities; Recordkeeping

45.1 Books and Records. The Services assist with financial organization and bookkeeping, but you remain solely

responsible for: (a) maintaining complete and accurate books, records, and source documents as required by Applicable Law, tax authorities, and your own governance requirements; (b) reviewing reports, reconciliations, and outputs of the Services for accuracy; (c) preparing and timely filing all tax returns and regulatory filings, and paying all taxes and obligations, except as expressly engaged under a Bookkeeping Engagement Agreement or Additional Terms; and (d) your own internal controls, approvals, and oversight.

45.2 Independent Copies. You are responsible for maintaining, outside the Services, copies of records and documents that you are required to retain by Applicable Law or that are critical to your business or personal finances. The Services are not an archival, escrow, or compliance retention system.

45.3 Cooperation. You will provide accurate information and reasonable cooperation as needed for Tabkeeper to provide the Services, including verifying your identity where required for security, fraud prevention, or compliance purposes.

46. Insurance Disclaimer The Services are not insurance and are not a substitute for insurance, backup systems, disaster recovery planning, internal controls, or professional advisors. You are responsible for maintaining business continuity measures, independent backups, cybersecurity for your own systems, and insurance coverage appropriate to your operations and risks (which, for businesses, may include general liability, professional liability, and cyber insurance). Tabkeeper does not provide, procure, or advise on insurance.

47. Accessibility Tabkeeper strives to improve the accessibility and usability of the Services for all users, and welcomes feedback regarding accessibility at support@tabkeeper.io.

PART XII — WARRANTIES, LIABILITY, AND DISPUTES

48. Disclaimer of Warranties

48.1 As-Is. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SERVICES, THE

SOFTWARE, THE DOCUMENTATION, ALL CONTENT, AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TABKEEPER AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

48.2 No Specific Warranties. WITHOUT LIMITING SECTION 48.1, TABKEEPER DOES NOT WARRANT THAT: (A) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED; (B) ANY DATA, REPORT,

CATEGORIZATION, FORECAST, CALCULATION, OR AI OUTPUT WILL BE ACCURATE, COMPLETE, CURRENT, OR RELIABLE; (C) THE SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY PARTICULAR RESULT, INCLUDING ANY FINANCIAL, TAX, OR BUSINESS OUTCOME; (D) THE SERVICES WILL BE COMPATIBLE WITH ANY THIRD-PARTY SERVICE, DEVICE, OR SYSTEM; OR (E) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

48.3 Third-Party Services and Data. ALL THIRD-PARTY SERVICES, INCLUDING PAYMENT

PROCESSORS, DATA AGGREGATION PROVIDERS, FINANCIAL INSTITUTIONS, AND AI PROVIDERS, AND ALL DATA ORIGINATING FROM THIRD PARTIES, ARE PROVIDED OR MADE AVAILABLE WITHOUT

WARRANTY OF ANY KIND FROM TABKEEPER.

48.4 Jurisdictional Limits. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. In such jurisdictions, the warranties are excluded and limited to the maximum extent permitted by Applicable Law, and any non-excludable warranty is limited in duration to thirty (30) days from first use of the affected Service, to the extent permitted.

49. Limitation of Liability

49.1 Exclusion of Indirect Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE

LAW, IN NO EVENT WILL TABKEEPER OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS, ANTICIPATED SAVINGS, OR DATA, OR FOR BUSINESS INTERRUPTION, COST OF SUBSTITUTE SERVICES, TAX LIABILITIES, PENALTIES, INTEREST CHARGES, LOST INVESTMENT RETURNS, OR DAMAGES ARISING FROM DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE ON THE SERVICES OR ANY OUTPUT OF THE SERVICES, IN EACH CASE ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES, UNDER ANY THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF TABKEEPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

49.2 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE

TOTAL CUMULATIVE LIABILITY OF TABKEEPER AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES, FROM ALL CLAIMS IN THE AGGREGATE, WILL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES ACTUALLY PAID BY YOU TO TABKEEPER FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY; OR (B) ONE HUNDRED U.S. DOLLARS (US $100).

49.3 Exceptions. NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY THAT

CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING, WHERE APPLICABLE, LIABILITY FOR FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, NOR DOES IT LIMIT ANY NON-WAIVABLE STATUTORY RIGHTS YOU MAY HAVE AS A CONSUMER.

49.4 Allocation of Risk. THE PROVISIONS OF SECTIONS 48 AND 49 ALLOCATE THE RISKS

BETWEEN THE PARTIES, ARE AN ESSENTIAL BASIS OF THE BARGAIN, AND ARE REFLECTED IN THE FEES. THE SERVICES WOULD NOT BE PROVIDED ON THESE ECONOMIC TERMS WITHOUT THESE LIMITATIONS.

49.5 Time to Bring Claims (Business Users Only). IF YOU ARE A BUSINESS USER, TO THE

EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES; OTHERWISE IT IS PERMANENTLY BARRED. THIS SECTION 49.5 DOES NOT APPLY TO INDIVIDUALS USING THE SERVICES FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, WHOSE CLAIMS REMAIN SUBJECT TO THE LIMITATIONS PERIODS PROVIDED BY APPLICABLE LAW.

50. Indemnification

50.1 By Business Users. If you are a Business User, you will defend, indemnify, and hold harmless Tabkeeper and its Affiliates, and its and their officers, directors, employees, and agents, from and against all Losses arising out of or related to: (a) your Customer Content, including claims that it infringes or misappropriates any third-party right or violates Applicable Law; (b) your use of the Services in violation of these Terms, the Acceptable Use Policy, or

Applicable Law; (c) your business, products, services, filings, and tax positions, and any dispute between you and your customers, vendors, employees, Users, lenders, investors, or professionals; and (d) your violation of any third-party terms governing Third-Party Services or Connected Financial Accounts. Tabkeeper will provide you with prompt notice of any indemnified claim (provided that delayed notice relieves you only to the extent of resulting prejudice), reasonable cooperation at your expense, and the right to control the defense and settlement of the claim, except that you may not settle any claim in a manner that imposes obligations or admissions on Tabkeeper without Tabkeeper's prior written consent, and Tabkeeper may participate with counsel of its own choosing at its own expense.

50.2 By Individual Users. If you use the Services as an individual consumer, you are responsible for your violations of these Terms and for your Customer Content, and you will indemnify Tabkeeper for Losses arising from your willful misconduct, fraudulent acts, or infringement of third-party Intellectual Property Rights, in each case to the extent permitted by, and subject to any limitations of, Applicable Law.

51. Governing Law These Terms and any Dispute are governed by the laws of the State of New York, without regard to its conflict-of-laws principles, except that the Federal Arbitration Act governs Section 52 (the "Arbitration Agreement") and the arbitrability of Disputes. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Subject to Section 52, any Dispute that is not subject to arbitration will be brought exclusively in the state or federal courts located in New York County, New York, and each party consents to the personal jurisdiction and venue of those courts and waives objections based on inconvenient forum. This Section 51 does not deprive you of any mandatory consumer protections of the law of the jurisdiction where you reside, to the extent those protections apply notwithstanding a choice of law.

52. Dispute Resolution; Binding Arbitration; Class Action Waiver

PLEASE READ THIS SECTION 52 CAREFULLY. IT REQUIRES ARBITRATION OF MOST DISPUTES ON AN INDIVIDUAL BASIS, AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF, INCLUDING BY WAIVING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN CLASS ACTIONS. YOU MAY OPT OUT AS DESCRIBED IN SECTION 52.9.

52.1 Definition of Dispute. "Dispute" means any dispute, claim, or controversy between you and Tabkeeper arising out of or relating to these Terms, any document in the Tabkeeper Legal Framework, the Services, your Account, marketing or communications, or the relationship between the parties, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether arising before, during, or after termination of these Terms.

52.2 Informal Resolution First. Before initiating arbitration or any other proceeding, the party asserting a Dispute must send the other party a written notice describing the Dispute, the relief sought, and the asserting party's contact information (to Tabkeeper: support@tabkeeper.io, subject line "Notice of Dispute"; to you: the email address associated with your Account). For sixty (60) days after such notice, the parties will attempt in good faith to resolve the Dispute informally, including, upon request of either party, by an individualized telephone or video conference. Completion of this informal process is a condition precedent to initiating arbitration, and any applicable statute of limitations will be tolled during the process.

52.3 Agreement to Arbitrate. If a Dispute is not resolved within the informal resolution period, the Dispute will be resolved exclusively by final and binding arbitration on an individual basis, administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (for Disputes involving your personal or household use of the Services) or its Commercial Arbitration Rules (for all other Disputes), in each case as modified by this Section 52. The AAA rules are available at www.adr.org. If the AAA is unavailable or unwilling to administer the arbitration, the parties will select an alternative arbitral forum by agreement, or, failing agreement, a

court will appoint one.

52.4 Exceptions. Notwithstanding Section 52.3: (a) either party may bring an individual claim in small claims court in a court of competent jurisdiction if the claim qualifies for that forum; (b) either party may seek temporary, preliminary, or permanent injunctive or other equitable relief in a court of competent jurisdiction to protect its Intellectual Property Rights, Confidential Information, or the security or integrity of the Services, without first engaging in the informal process or arbitration; and (c) either party may bring a claim that Applicable Law provides cannot be subject to mandatory pre-dispute arbitration.

52.5 Arbitration Procedures. The arbitration will be conducted by a single neutral arbitrator. For Disputes in which the amount in controversy is US $25,000 or less, the arbitration will be conducted on the basis of documents only, unless the arbitrator determines that a hearing is appropriate or a hearing is required by the applicable AAA rules. Any hearing will be conducted by videoconference unless the arbitrator determines an in-person hearing is necessary, in which case the hearing will take place in New York, New York, or, for consumers, in the county where you reside or another mutually agreed location, as provided by the applicable AAA rules. The arbitrator will have exclusive authority to resolve any Dispute, including any question of arbitrability, the scope or enforceability of this Arbitration Agreement, or whether a Dispute must be arbitrated, except that a court will decide the questions reserved to courts in Sections 52.6 and 52.10. The arbitrator may award the same individual relief that a court could award, including damages, and must apply these Terms and Applicable Law, including applicable statutes of limitations. The arbitrator will issue a reasoned written decision, and judgment on the award may be entered in any court of competent jurisdiction.

52.6 Class Action Waiver. YOU AND TABKEEPER EACH AGREE THAT DISPUTES WILL BE

RESOLVED ONLY ON AN INDIVIDUAL BASIS, AND EACH PARTY WAIVES ANY RIGHT TO BRING, PARTICIPATE IN, OR RECOVER RELIEF UNDER ANY CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN COURT. The arbitrator may not consolidate more than one person's claims (except as provided in Section 52.10) and may not preside over any form of class or representative proceeding. If a court or arbitrator determines that this class action waiver is unenforceable as to a particular claim for relief, then that claim (and only that claim) must be severed and brought in court, with the remainder of the Dispute proceeding in arbitration. Claims for public injunctive relief, where such relief cannot be waived under Applicable Law, must be decided by a court after arbitration of all arbitrable claims.

52.7 Jury Trial Waiver. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT RATHER THAN

ARBITRATION, YOU AND TABKEEPER EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY.

52.8 Fees and Costs. Payment of AAA filing, administrative, and arbitrator fees will be governed by the applicable AAA rules. For consumer Disputes, Tabkeeper will pay the portion of such fees required by the AAA Consumer Arbitration Rules and, if your claim is for US $10,000 or less and you did not initiate the claim in bad faith, Tabkeeper will pay AAA filing fees you would otherwise owe upon your written request. Each party will bear its own attorneys' fees and costs, except that either party may recover fees and costs where authorized by Applicable Law or the applicable AAA rules, and the arbitrator may award sanctions against a party (or counsel) for claims or conduct that the arbitrator determines to be frivolous, brought for an improper purpose, or in bad faith, as permitted by Applicable Law and the AAA rules.

52.9 Your Right to Opt Out. YOU MAY OPT OUT OF THIS ARBITRATION AGREEMENT

(SECTIONS 52.3 THROUGH 52.6 AND 52.10) BY SENDING WRITTEN NOTICE TO support@tabkeeper.io WITH THE SUBJECT LINE "ARBITRATION OPT-OUT" WITHIN THIRTY (30) DAYS AFTER YOU FIRST ACCEPT THESE TERMS (OR, FOR EXISTING USERS, WITHIN THIRTY (30) DAYS AFTER THESE TERMS FIRST BECOME EFFECTIVE FOR YOU). Your notice must include your name, the email address associated with your Account, and a clear statement that you wish to opt out of arbitration. Opting out of arbitration does not affect any other provision of these Terms, including Sections 51 and 52.7, and does not affect any prior or future agreement to arbitrate that you may enter into separately.

52.10 Coordinated Filings; Batch Arbitration. If twenty-five (25) or more demands for arbitration are filed against Tabkeeper that raise similar claims and are filed by or with the assistance or coordination of the same or coordinated counsel or organizations, the demands will be administered in accordance with the AAA's Mass Arbitration Supplementary Rules and fee schedules then in effect, and, to the extent permitted by those rules and Applicable Law, the parties agree that: (a) the AAA may administer the demands in batches of up to fifty (50) demands per batch, with a single arbitrator appointed per batch and a single set of administrative and filing fees per batch; and (b) batches will proceed sequentially or as the parties agree. Nothing in this Section 52.10 limits the AAA's administrative review procedures, requires any claimant to obtain the consent of any other claimant, or deprives any claimant of a decision on the merits of that claimant's individual Dispute. This Section 52.10 is intended to streamline resolution and reduce the costs of duplicative filings, and a court (not an arbitrator or the AAA) will resolve any dispute regarding the formation, interpretation, or enforceability of this Section 52.10. If this Section 52.10 is found unenforceable, it will be severed and the remainder of this Section 52 will continue to apply.

52.11 Severability; Survival. Except as provided in Section 52.6, if any portion of this Section 52 is found unenforceable, the remaining portions will remain in full force and effect. This Section 52 survives termination of these Terms and your Account.

52.12 Changes to this Section. Notwithstanding Section 55, if Tabkeeper makes a material change to this Section 52, you may reject the change by written notice to support@tabkeeper.io within thirty (30) days of the change taking effect, in which case the version of this Section 52 to which you most recently agreed will continue to apply.

53. Force Majeure Tabkeeper will not be liable for any failure or delay in performance (other than payment obligations) caused by events or circumstances beyond its reasonable control (each, a "Force Majeure Event"), including acts of God, natural disasters, fire, flood, epidemics or pandemics, war, terrorism, civil unrest, government action or orders, labor disputes, failures or outages of the internet, telecommunications, or utilities, failures of cloud infrastructure or hosting providers, failures of Third-Party Services, cyberattacks or denial-of-service attacks beyond Tabkeeper's reasonable control, and shortages or unavailability of equipment or services. Tabkeeper will use commercially reasonable efforts to resume performance as soon as reasonably practicable following a Force Majeure Event.

54. Government and Legal Requests Tabkeeper may access, preserve, use, and disclose information, including Customer Content and Personal Information, where Tabkeeper reasonably believes it is required or appropriate to: (a) comply with Applicable Law, legal process, or a governmental request, including subpoenas, court orders, and lawful requests from law enforcement or regulators; (b) enforce the Tabkeeper Legal Framework and investigate potential violations; (c) detect, prevent, or address fraud, security, or technical issues; or (d) protect the rights, property, or safety of Tabkeeper, its Users, or the public. Where legally permitted and practicable, Tabkeeper will provide you reasonable notice of legal process seeking your Customer Content so that you may seek protective treatment.

PART XIII — GENERAL

55. Modifications to These Terms

55.1 Updates. Tabkeeper may modify these Terms and the incorporated policies from time to time, including to reflect new features, changes in the law, or changes in Tabkeeper's business. When Tabkeeper modifies these Terms, it will update the "Last Updated" date above and post the modified Terms.

55.2 Notice of Material Changes. For material changes, Tabkeeper will provide reasonable advance notice — at least fourteen (14) days before the change takes effect, or such longer period as Applicable Law requires — by email, by notice within the Services, or by other prominent means. Material changes to Section 52 are additionally subject to Section 52.12.

55.3 Acceptance of Changes. Modified Terms take effect on the stated effective date. Tabkeeper may require you to expressly accept modified Terms within the Services as a condition of continued use, and in any event your continued access to or use of the Services after modified Terms take effect constitutes your acceptance of them. If you do not agree to modified Terms, you must stop using the Services and may cancel your Subscription before the modified Terms take effect; cancellation in that circumstance is governed by Section 11.

55.4 No Retroactive Material Changes. Material modifications apply prospectively only. No modification will retroactively change the dispute resolution provisions applicable to a Dispute for which either party had previously provided a notice of Dispute under Section 52.2, or retroactively reduce accrued rights, in each case except as agreed by the parties or permitted by Applicable Law.

56. Assignment; Successors and Assigns

56.1 By You. You may not assign, delegate, or transfer these Terms or any rights or obligations under them, in whole or in part, without Tabkeeper's prior written consent, and any attempted assignment in violation of this Section is void; provided that a Business User may assign these Terms in their entirety to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, upon written notice to Tabkeeper, so long as the successor is not a competitor of Tabkeeper and agrees in writing to be bound by these Terms.

56.2 By Tabkeeper. Tabkeeper may assign or transfer these Terms, in whole or in part, without your consent: (a) to an Affiliate or subsidiary; (b) in connection with a merger, acquisition, consolidation, corporate reorganization, or sale of all or substantially all of Tabkeeper's assets, equity, or business to which these Terms relate; or (c) to any successor in interest. These Terms will bind and inure to the benefit of the parties and their respective permitted successors and assigns, and will survive any acquisition, merger, reorganization, asset sale, or assignment as provided in this Section 56.

57. General Provisions

57.1 Entire Agreement; No Reliance. These Terms, together with the documents incorporated by reference and any Order Form, Additional Terms, Bookkeeping Engagement Agreement, or Enterprise Agreement between you and Tabkeeper, constitute the entire agreement between the parties regarding the Services and supersede all prior and contemporaneous agreements, proposals, negotiations, representations, and communications, whether written or oral, regarding their subject matter. Each party acknowledges that, in entering into these Terms, it has not relied on any statement, representation, or warranty that is not expressly set forth in these Terms, provided that nothing in this Section 57.1 excludes or limits liability for fraud. No terms contained in any purchase order, vendor onboarding form, or similar document issued by you will apply, even if signed or acknowledged by Tabkeeper, unless expressly agreed in a mutually executed document.

57.2 Severability. Except as expressly provided in Section 52, if any provision of these Terms is held invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permissible, or if incapable of enforcement, deemed modified to the minimum extent necessary to make it enforceable or severed, and the remaining provisions will continue in full force and effect.

57.3 No Waiver. No failure or delay by either party in exercising any right under these Terms constitutes a waiver of that right, and no waiver is effective unless in writing and signed by the waiving party. A waiver on one occasion does not waive any right on any other occasion.

57.4 No Third-Party Beneficiaries. Except as expressly provided in Sections 49 and 50 (with respect to Tabkeeper's Affiliates and personnel) these Terms do not confer any rights or remedies on any third party.

57.5 Independent Contractors. The parties are independent contractors. These Terms do not create any

partnership, joint venture, franchise, employment, or agency relationship, except for the limited data-retrieval agency described in Section 14.4.

57.6 Interpretation. Headings are for convenience only and do not affect interpretation. "Including" and its variants mean "including without limitation." "May" indicates a right, not an obligation. References to Sections are to sections of these Terms unless otherwise stated. These Terms will not be construed against the drafting party. References to "days" mean calendar days unless stated otherwise; references to "writing" include email.

57.7 Language. These Terms are drafted in English, and any translations are provided for convenience only; the English version controls to the extent permitted by Applicable Law.

57.8 Consumer Savings Clause. These Terms are intended to operate to the maximum extent permitted by Applicable Law. If you use the Services as an individual for personal, family, or household purposes, nothing in these Terms excludes, limits, or waives any right or remedy that Applicable Law does not permit to be excluded, limited, or waived by contract, and any provision of these Terms will, as applied to you, be limited to the extent necessary to comply with such law.

57.9 Survival. Provisions identified in Section 32.5, together with any other provisions that by their nature should survive, survive termination or expiration of these Terms.

58. Contact Information

Questions, notices, complaints, and claims regarding these Terms, the Services, or the Tabkeeper mobile application should be directed to: Tabkeeper Inc., Attn: James Lin, 61-26 161st St, Flushing, NY 11365. Phone: (917) 517-2100. Email: tabkeeperinc@gmail.com or support@tabkeeper.io.

© 2026 Tabkeeper Inc. All rights reserved.