

Modified October 2020 Terms of Use

Welcome to Destiny Planners Ltd. These terms of use (“Terms of Use” or “Agreement”) govern your access to and use of the accounting and bookkeeping services (the “Services”) owned, operated and/or maintained by Destiny Planners Ltd. (“Destiny Planners”) and accessible via the website www.destinyplannerstt.com and any and all information, text, graphics, photos, software, or other materials uploaded, downloaded, or appearing on the Services (as defined below).

BY ACCESSING AND USING THE SERVICES IN ANY MANNER, YOU ARE “ACCEPTING” AND AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS SET FORTH BELOW AND TO THE EXCLUSION OF ALL OTHER TERMS. IF YOU DO NOT UNCONDITIONALLY ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU SHALL NOT (AND SHALL HAVE NO RIGHT TO) ACCESS OR USE THE SERVICES. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. THESE TERMS SHOULD BE READ IN CONJUNCTION WITH DESTINY PLANNERS’ PRIVACY POLICY.

Wherever used in these Terms of Use, “you”, “your”, “User”, or similar terms mean the person or legal entity accessing or using the Services. If you are accessing and using the Services on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms of Use. A violation of these terms of use may lead to a suspension or termination of your account.

Destiny Planners reserves the right, at any time, to update and change any or all of these Terms of Use, in its sole discretion, including but not limited to the fees and charges associated with the use of the Services. If Destiny Planners does so, it will post the modified Terms of Use on the Site, though Destiny Planners will notify you of any changes that, in our sole discretion, materially impact these Terms of Use. Continued use of the Services after any such changes have been made shall constitute your consent to such changes. You are responsible for regularly reviewing the most current version of the Terms of Use, which are currently available at <https://www.destinyplannerstt.com/Terms%20and%20conditions.pdf> . When Destiny Planners changes these Terms of Use, Destiny Planners will modify the “Last Modified” date above.

1.1 Provision of Services

Destiny Planners will make our accounting and bookkeeping services available to User in accordance with the Terms of Use. Subject to the terms and conditions of this Agreement, Destiny Planners grants User a non-exclusive, revocable right to use the Destiny Planners intellectual property and platform solely in connection with and as necessary for User’s activities hereunder.

1.2 Fees

In consideration for our Services, for each company of yours that we do the books for, we charge either a yearly, quarterly or monthly retainer fees, 60% is payable before the start of your work and the balance upon receipt of your completed work. If you become more than 15 days delinquent in the payment of our bills, to the extent consistent with our professional responsibilities, we will perform no further services for you unless that delinquency is cured. All amounts unpaid after 45 days are subject to interest at 1% per month, calculated from the invoice date, on the total outstanding amount. If we are required to hire a debt collection company or legal counsel to collect your outstanding balanced owed, we shall have the right to collect from you reasonable costs, necessary disbursements and attorneys’ fees incurred in collecting.

If we increase our billing rates, you will be given at least 30 days written notice. You may choose not to consent to the increased rates and terminate Services as long as any remaining balance is paid in full.

1.3 Money Back Guarantee for Courses.

We offer a 90-day full money-back guarantee. Request must be submitted via email to admin@destinyplannerstt.com. Request must be submitted before 90 days from the day you receive your first full set of reports.

1.4 Data Storage

User acknowledges that data storage is not guaranteed Destiny Planners and may include the use of Dropbox and Google Drive and User agrees that Destiny Planners may not have any liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that User may incur with respect to the loss or deletion of User Data.

1.5 Use of Destiny Planners Services

Except as expressly provided, User will not transfer, resell, lease, license or otherwise make available the Destiny Planners to third parties. In any event, User will not offer the Destiny Planners on a standalone basis. User will ensure that the Destiny Planners provided hereunder are used in accordance with all applicable laws, regulations and third party rights, as well as the terms of this Agreement, including Destiny Planners' Privacy Policy, which are hereby incorporated into this Agreement. Specifically and without limitation, User will ensure that Destiny Planners is entitled to use the User Data as needed to provide the Destiny Planners and will not use the Destiny Planners in any manner that violates any data protection statute, regulation, order or similar law. Except as allowed by applicable law, with respect to any software provided to User hereunder, User will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive the source code of such software.

1.6 Remote Services

All Services provided are 100% digital and remote. Any documents received will be picked up and dropped off upon completion of the work.

1.7 Factuality

Our responsibility is to assist you in maintaining proper accounting records for your business, but we are not responsible for the validity of the balances on your financial statements, and will make no. Our job is to simply code the financial transactions of the business based on your direction and input. Ultimately it is your responsibility to verify the correctness of the work we perform. We will make no attempt to adjust any data to suit you. It is your responsibility to pay your taxes on time. If we provide reports that contain financial information, these reports are for internal management use only. We have not been requested to discover errors, misrepresentations, fraud, illegal acts, or theft. Therefore, we have not included any procedures designed or intended to discover such acts, and you agree that we have no responsibility to do so. It is also solely your responsibility to maintain adequate backup to substantiate your financial statements in case of audit. For your information, adequate records are required to substantiate the business use of "listed property" (i.e., passenger cars or other property used in transportation, cellular phones, property of the type generally used for entertainment, recreation, or amusement, computers or peripheral equipment), traveling expenses (including meals and lodging away from home), entertainment expenses, and business gifts. No deductions for travel, entertainment, automobile expenses, cellular phone charges, etc., will be allowed unless adequate records, such as a log, are kept. All financials and documents provided should be reviewed by an auditor.

1.8 Third-Party Service Providers

Destiny Planners may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may also use third-party data companies, such as Dropbox and

Google Drive, to store your financial information. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, Destiny Planners will remain responsible for the work provided by any such third-party service providers.

1.9 Account Registration & Termination

You may only have one Destiny Planners account for use of the Services. You may not create or use more than one account, and you may not share your account or any of the Services with others. All information you provide to create an account must be accurate and complete. You may not impersonate any other person or use a name that is not your own. It is your responsibility to update your account information to keep it current and accurate. You agree not to exchange personal information (email addresses, phone numbers, home address, etc.) to any other authorized users on the site. Also, Destiny Planners has the right to terminate your account for any reason at our sole discretion without notice and without liability.

1.10 Free Trials

Destiny Planners does not offer free trials.

1.11 Updates and Functionalities

You acknowledge that from time to time Destiny Planners may apply updates to the Services and that such updates may result in changes in the appearance and/or functionality of the Services (including the addition, modification, or removal of functionality, features, or content). Excluding the addition of wholly new products, Destiny Planners shall provide, implement, configure, install, support, and maintain at its own cost any and all updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to the Services (collectively, the "Updates").

1.12 Acceptable Use

You shall (i) be responsible for your compliance with these Terms of Use, including the Fair Use Policy; (ii) be solely responsible for the accuracy, quality, integrity, and legality of User Content and of the means by which you acquired or generated User Content; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, including keeping your password and username confidential and not permitting any third party to access or use your user name, password, or account for the Services; (iv) be solely responsible and liable for all activity conducted through your account in connection with the Services; (v) promptly notify Destiny Planners if you become aware of or reasonably suspects any security breach, including any loss, theft, or unauthorized disclosure or use of your (or any authorized user's) user name, password, or account; (vi) use the Services only in accordance with applicable laws and government regulations; (vii) comply in all respects with all applicable terms of the Third-Party Services that you subscribe to or otherwise access in connection with your use of the Services. You must not (a) make the Services available to anyone other than yourself; (b) use the Services to store or transmit any content that may be infringing, defamatory, threatening, harmful, or otherwise tortious or unlawful, including any content that may violate intellectual property, privacy, rights of publicity, or other laws, or send spam or other unsolicited messages in violation of applicable law; (c) upload to, or transmit from, the Services any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component; (d) attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, copy, or disrupt the integrity or the performance of the Services, any third-party use of the Services, or any third-party data contained therein (except to the extent such

restrictions are prohibited by applicable law); (e) access the Services in order to build a competitive product or service or copy any ideas, features, functions, or graphics of the Services; (f) attempt to gain unauthorized access to the Services or its related systems or networks; or (g) authorize, permit, or encourage any third party to do any of the above.

1.13 Fair Use Policy

Destiny Planners may suspend your access to the Services for abusive practices that degrade the performance of the Services for you and/or other Users of Destiny Planners.

1.14 Non-Exclusivity

You acknowledge that the rights granted to you under this Agreement are non-exclusive and that nothing in this Agreement will be interpreted or construed to prohibit or in any way restrict Destiny Planners' right to license, sell, or otherwise make available the Services to any third party or perform any services for any third party.

2. Ownership and Confidentiality

2.1 Ownership Rights

As between the parties, Destiny Planners exclusively owns and reserves all right, title and interest in and to the Destiny Planners, Destiny Planners Properties and Destiny Planners' Confidential Information. As between the parties, User exclusively owns and reserves all right, title and interest in and to the user data, user applications and user's Confidential Information.

2.2 Confidentiality

(a) Definition. "Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure. "Confidential Information" does not include any information which: (i) is publicly available through no fault of receiving party; (ii) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (iii) was properly disclosed to receiving party, without restriction, by another person without violation of disclosing party's rights; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

(b) Use and Disclosure. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose such information to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Each party may disclose the Confidential Information of the other party, in whole or in part to its employees, representatives, actual or potential investors and subcontractors who have a need to know and are legally bound to keep such information confidential consistent with the terms of this Section. Either party may disclose the Confidential Information of the other party as required by law, upon prior written notice to the other party (where allowed by law); provided that such party will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law.

3. Disclaimer

DESTINY PLANNERS HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-

INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE. DDESTINY PLANNERS' SERVICES AND PROPERTIES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

4. Exclusion of Damages; Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL DESTINY PLANNERS BE LIABLE TO USER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF DESTINY PLANNERS HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL DESTINY PLANNERS BE LIABLE TO USER FOR ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY USER DURING THE TWELVE MONTHS PRECEDING THE INCIDENT OR CLAIM.

THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

THE DESTINY PLANNERS IS NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS TO ANY EMERGENCY SERVICES. NEITHER DESTINY PLANNERS NOR ITS REPRESENTATIVES WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS (AND USER WILL HOLD DESTINY PLANNERS HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TO USE THE DESTINY PLANNERS TO CONTACT EMERGENCY SERVICES.

5. Termination

You may cancel at any time; however, unless Destiny Planners is in breach of this Agreement and does not cure said breach within thirty (30) days of receiving written notice from you of an actual breach, identifying specifically the nature of the breach, you are not entitled to any refunds. If you cancel the Service before the end of your current paid-up subscription period, your cancellation will take effect immediately and you will not be charged again.

6. Indemnification; Disputes

6.1 Indemnification by User

User will defend, indemnify and hold Destiny Planners harmless against any actual or threatened claim, loss, liability, proceeding, third-party discovery demand, governmental investigation or enforcement action ("Claim") arising out of or relating to user's activities under this Agreement or user's acts or omissions in connection with the provision of the User Application, including without limitation, any intellectual property claims.

6.2 Governing Law

This Agreement will be governed by the laws of Trinidad and Tobago.

7. General

7.1 Assignment

User will not assign or otherwise transfer this Agreement, in whole or in part, without Destiny Planners' prior written consent. Any attempted assignment, delegation, or transfer in violation hereof will be null and void.

7.2 Amendment; Waiver

No modification to this Agreement, nor any waiver of any rights, will be effective unless consented to in a writing signed by both parties. Any waiver of any breach or default by either party will not constitute a waiver of any other right or any subsequent breach or default. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

7.3 Relationship

Each party is an independent contractor in the performance of each and every part of this Agreement. Each party will be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of its activities, or those of its employees or agents, in the performance of this Agreement. User does not have the authority to commit Destiny Planners in any way and will not attempt to do so or imply that it has the right to do so.

7.4 Unenforceability

In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary to render such provision enforceable and, in any event, the remainder of this Agreement will continue in full force and effect.

7.5 Notices

Any notice required or permitted to be given hereunder will be given in writing to the receiving party by personal delivery, certified mail, return receipt requested, or by overnight delivery. Destiny Planners may use User's current address, as provided by User in connection with billing and payment activities. Destiny Planners' current address may be found on its website.

7.6 Other Terms

This Agreement supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written. No oral or written information or advice given by Destiny Planners, its agents or employees will create a warranty or in any way increase the scope of the warranties in this Agreement. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.