

Terms of Use

Crosslink Professional Tax Solutions, LLC

Last Updated: December 2019

This Terms of Use Agreement ("Agreement") is a contract between you and Crosslink Professional Tax Solutions, LLC ("CPTS", "us" or "we"), and you should carefully read this Agreement before using our website at www.crosslinktax.com (the "Website" or "Site"). We are willing to provide you with access to our Website only on the condition that you accept all of the terms and conditions contained in this Agreement. By accessing or using our Website, you agree to be bound by this Agreement and all of its terms without change. If you are using our Website on behalf of a company or organization, such company or organization will also be considered a party to this Agreement.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT ACCESS THE WEBSITE OR ANY SERVICES OR INFORMATION PROVIDED ON OR THROUGH THE WEBSITE.

If you are under the age of 13, you may not use this Website.

Your use of our Website is subject to the additional notices that may appear throughout the Website. If you use any of our products or services, you are subject to any applicable agreements ("Supplemental Agreements") and any posted guidelines or rules applicable to such products or services. All such guidelines, or rules, are hereby incorporated by reference into this Agreement. Where a conflict exists between this Agreement and any of the Supplemental Agreements, the provisions of the applicable Supplemental Agreement shall govern.

Neither CPTS nor its representatives are engaged in rendering legal or tax services or other such advice.

Use And License

We may provide users with online tax preparation products and services and tax preparation information ("services and information"). We grant you access to the Website solely to receive the services and information.

Your eligibility for any of our particular products and services is subject to our final approval and acceptance.

Except as expressly provided otherwise in an applicable Supplemental Agreement, we grant you a limited, revocable, non-transferable and non-exclusive license to display on your computer, print, download and use screen displayed text, audio clips, video clips and other such content that is made available to you on the Website, solely as necessary to receive the services and information provided on the Website.

User Responsibilities

In order to use the Website, you must obtain access to the Internet and pay any service fees associated with such access. System availability and access to the services and information available on the Website may be limited or unavailable for reasons which may include, without limitation, system performance, telecommunications failure, hardware failure or software failure. You are responsible for your use of your Internet browser, the Website, and the services and information provided on the Website. We are not responsible for deletion of data, timeliness of services, or the failure to store any of your data or personalization settings.

Intellectual Property

All content on the Website, including but not limited to, text, graphics, logos, button icons, images, audio clips, trade names, trademarks, service marks, trade dress, digital downloads, data compilations, software, and the compilation of any of the foregoing, is our property or the property of our licensors and is protected by United States and international patent, copyright, and trademark laws. The display and availability of the content on the Website does not convey or create any license or other rights in the content. Any unauthorized copying, reverse engineering, redistribution, reproduction, publication or modification of Website content by any person without our prior written authorization is strictly prohibited, and may be a violation of federal or common law, trademark, patent and copyright laws and may subject such a violator to legal action. The use of content from the Website on any other website or networked computer environment is similarly prohibited. Requests for permission to reproduce or distribute materials found on the Website can be made by contacting us in writing. You are also strictly prohibited from creating works or materials that derive from or are based on the Website content or other materials contained in the Website including, without limitation, fonts, icons, link buttons, wallpaper, desktop themes and unlicensed merchandise. This prohibition applies regardless of whether the derivative materials are sold, bartered or given away.

Your Account

There may be portions of the Website that require you to create a user account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your password or account, or any other breach of security of which you are aware, and to ensure that you properly close out of your account at the end of each session. We may, in our sole discretion, terminate your password, account (or any part thereof) or use of the Website at any time and for any or no reason. CPTS will not be liable to you or any third party for any termination of your access to the Website. If your status as a user of this Website is terminated, you will (i) stop using the Website and any information obtained from the Website, and (ii) destroy all copies of your account information, password and any information obtained from this Website.

You agree that any information you provide to us through the Website will be accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete as of the date the information was provided, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right, without limitation, to suspend or terminate any of your accounts and to refuse any and all current or future use of the Website (or any portion thereof) and the services and information provided on the Website.

Confidential Information

You agree that you will not disclose our Confidential Information to any person or entity, other than as necessary to use the services and information provided on the Website. You will not use or permit the use of any Confidential Information except as necessary in connection with the services and information. You shall use at least the same degree of care in safeguarding the Confidential Information as you use in safeguarding your own confidential information, but in no event shall you use less than due diligence and care. "Confidential Information" means all information or material which: (i) is obtained from password protected portions of the Website or (ii) (A) is marked "Confidential," "Restricted," or other similar marking, (B) is known by the parties to be considered confidential, or (C) is or should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment.

No Unlawful or Prohibited Use

If you are under the age of 13, you may not use this Website.

As a condition of your use of this Website, you warrant to CPTS that you will not use this Website for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use this Website automatically ends.

You may not without, our prior written permission, use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this Website or accessed through this Website. You may not republish CPTS content or other content from this Website on another website or use in-line or other linking to display such content without our permission. You may not introduce viruses, spyware or other malicious code to this Website. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our Website is virus free.

Links to Third Party Sites

This Website may contain hyperlinks to websites operated by parties other than CPTS or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because our privacy policy is applicable only when you are on our Website, once linked to another website, you should read that site's privacy policy before disclosing any personal information. Where we are offering our own content on or through third party sites (whether by linking, framing or otherwise), your use or display of that content shall be subject to this Agreement unless a specific Supplemental Agreement is applicable to the use or display of that content.

Transactions with Third Parties

Your correspondence or business dealings with, or participation in promotions of, advertisers or third parties found on or throughout the Website, including without limitation with respect to the payment and delivery of related products or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties and are not binding on us.

Failure to Comply With Terms and Conditions/Termination

You acknowledge and agree that CPTS may terminate your password or account or deny you access to all or part of the Website without prior notice if you engage in any conduct or activities that CPTS in its sole discretion believes violate any of the terms and conditions, violate the rights of CPTS, or is otherwise inappropriate for continued access.

You agree to defend, indemnify and hold CPTS and its affiliates harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Website or the placement or transmission of any message, information, software or other materials through the Website by you or users of your account or related to any violation of these Terms of Use by you or users of your account.

Warranty/Limitation of Liability

By using the CrossLinktax.com web site, including any applets, software, and content contained therein, you agree that use of the Site is entirely at your own risk. THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE SITE. SPECIFICALLY, CPTS DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES AND (2) ANY WARRANTIES OF TITLE, WARRANTY OF NON-INFRINGEMENT, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

NEITHER CPTS NOR ANY OF ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES OR CONTENT OR SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE RESPECTIVE LIABILITY OF CPTS, ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES AND CONTENT OR SERVICE PROVIDERS RESPECTIVE LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY SUCH STATE LAW.

User Content/E-Mail Discussion Lists, Interactive Areas

We may offer you the opportunity to contribute your ideas, comments, questions, feedback and other communications to or from the Website (collectively, the "User Content") in other blogs, message boards, chat rooms, e-mail and other features of the Website ("User Areas") that may be offered from time to time and may be operated by us or by a third party on our behalf. You shall not (nor cause any third party to) use the Website or information provided through the Website to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights, such as rights of privacy, of others) or immoral activities or any of the following types of activities, without limitation:

- a. Disseminating libelous, harmful, vulgar, pornographic, obscene or otherwise objectionable material
- b. Containing nudity, violence of offensive subject matter, or are deemed exploitive in any way
- c. Promoting racism, prejudice, bigotry, hatred, harassment or physical harm of any kind against any individual, group or individual
- d. Promoting illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; or promote any criminal activity or enterprise or provide instructional information about illegal activities, such as making or buying illegal weapons or violating someone's privacy
- e. Using any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on the Website or accessed through the Website
- f. Transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party

- g. Transmitting any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- h. Impersonating anyone or any entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity
- i. Advertising or posting any commercial content
- j. Interfering with or disrupting the Website
- k. Disrupting the activities or enjoyment of the Website for other users
- l. Collecting, or storing personal data about other users

Further, you agree that all User Content you provide will be on-topic, relevant and will not include profanity or any other disruptive or disrespectful behavior. The User Areas are not the appropriate channel to express individual concerns or specific customer support issues. Such concerns and issues should be addressed to the online customer support pages of the Website. You agree to evaluate and assume all risks associated with the use of User Content, including without limitation any risk relating to any reliance on the accuracy, completeness, or usefulness of User Content. We assume no responsibility for User Content or for the use of any User Area. You agree to abide by all applicable local, state and federal laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including without limitation any User Content you create or upload.

You acknowledge that User Content is not endorsed by CPTS and such user content should not be considered to have been reviewed, screened or approved by CPTS. You should exercise discretion before relying on information contained in user content.

We may, in our sole discretion, remove any User Content from a User Area at any time and for any or no reason. CPTS will not be liable to you or any third party for any deletion of any User Content on the Website.

You acknowledge that we may preserve and disclose User Content if required to do so by law or we believe in good faith that such preservation or disclosure is reasonably necessary to comply with legal process, enforce this Agreement, respond to a claim that User Content violates any third party's rights, or protect the right, property or personal safety of CPTS, any users of the Website, and the public.

Unless otherwise indicated for a particular communication, any User Content transmitted through this Website, will be treated as non-confidential and nonproprietary. In addition, CPTS is free to use any ideas, concepts, know-how or techniques contained in any User Content for any purpose including, but not limited to, developing and marketing products using such information without compensation to you.

You also acknowledge that the technical processing and transmission of the Website, including without limitation User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

Changes to Website

We may make improvements or changes in the information, services, products, and other materials on this Website or terminate this Website at any time for any or no reason and without notice.

Website Security of Personal Information

CPTS is taking reasonable and appropriate measures, including encryption, to ensure that your personal information is disclosed only to those specified by you. However, the Internet is an open system and we cannot and do not guarantee that the personal information you have entered will not be intercepted by others and decrypted.

Notice and Procedure for Making Claims of Copyright Infringement

If you believe that any material contained on the Website infringes your copyright or other intellectual property rights, you should notify CPTS of your copyright infringement claim in accordance with the following procedure. CPTS will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) and other applicable intellectual property laws.

Pursuant to the DMCA, all notifications of claimed copyright infringement on the Website should be sent ONLY to our Designated Agent:

Name of Agent Designated to Receive Notification of Claimed Infringement:

Crosslink Professional Tax Solutions, LLC
Attn: Corporate Counsel
2000 N Alafaya Trail #350
Orlando, FL 32826

Under the DMCA, the notification of claimed infringement must include the following:

- a. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest
- b. Identification of the copyrighted work (or works) that you claim has been infringed
- c. A description of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the web site where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.)
- d. A clear description of where the infringing material is located on our Website, including as applicable its URL, so that we can locate the material
- e. Your name, address, telephone number, and e-mail address
- f. A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- g. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

NOTE: THE DESIGNATED AGENT IS PROVIDED SOLELY FOR NOTIFYING US THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OF E-MAIL ABUSE, etc.) TO THE DESIGNATED AGENT AS YOU WILL NOT RECEIVE A RESPONSE. WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

We will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact CPTS and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

Miscellaneous

- a. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, without regard to conflicts of law provisions. Any legal action or proceeding between CPTS and you related to this

Agreement will be brought exclusively in a federal or state court of competent jurisdiction sitting in the State of Florida, Orange County.

- b. **Entire Agreement.** This Agreement, along with any Supplemental Agreements, is the entire and exclusive agreement between the parties, and it supersedes all previous communications, representations or agreements, either oral or written, between them with respect to this subject matter. No representations or statements of any kind made by us, which are not included in this Agreement, shall be binding on us.
- c. **Amendments.** You may not modify or amend this Agreement in whole or in part without the prior written consent of one of our authorized representatives. We may replace or amend this Agreement from time to time by posting new Terms of Use to this Website. Please check the Terms of Use periodically for changes. Your subsequent use of the Website, or any content, products, services or materials provided through the Website, will be subject in all respects to the Terms of Use in force at the time of such subsequent use.
- d. **Waiver.** No waiver of any provision herein shall be valid unless in writing and signed by both our authorized representative and you. Our failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.
- e. **Severability.** If any provision of this Agreement is deemed to be illegal or unenforceable, the remainder of this Agreement shall be unaffected and shall continue to be fully valid, binding, and enforceable.
- f. **Headings.** The headings contained herein are for convenience only and shall have no legal or interpretive effect.
- g. **Other.** We may assign our rights and duties under this Agreement to any party at any time without notice to you.