

# Terms of Use

**Last Updated: September 2020**

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This Website and other related websites and mobile applications (collectively referred to as “Sites”) comprise various web pages and services operated by CrossLink Professional Tax Solutions, LLC (“CPTS”). The following terms, conditions and notices, together with any documents expressly incorporated by reference (collectively, these “Terms of Use”), govern your access to and use of the Sites. The Sites are offered to you conditioned on your acceptance of the Terms of Use and your use of the Sites constitutes your agreement to the Terms of Use.

Please read these Terms of Use carefully as they apply to your use of the Sites. The Sites are offered to users who are 18 years of age or older (or have reached the age of majority in the jurisdiction where you reside) and reside in the United States or any of its territories or possessions. By using the Sites, you warrant that you are of legal age to form a binding contract with CPTS and meet all of the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Sites.

Your use of our Sites is subject to the additional notices that may appear throughout the Sites. 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 Terms of Use. Where a conflict exists between this Terms of Use 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.

## **USER RESPONSIBILITIES**

In order to use the Sites, 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 Sites 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 Sites, and the services and information provided on the Sites. 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 Sites, 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 Sites does not convey or create any license or other rights in the content. Any unauthorized copying, reverse engineering, redistribution, reproduction, publication or modification of Sites content by any person without our prior written authorization is strictly prohibited, 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 Sites on any other websites or networked computer environment is similarly prohibited. Requests for permission to reproduce or distribute materials found on the Sites 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 Sites content or other materials contained in the Sites 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 Sites 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 Sites 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 Sites. If your status as a user of the Sites

is terminated, you will (i) stop using the Sites and any information obtained from the Sites, and (ii) destroy all copies of your account information, password and any information obtained from the Sites.

You agree that any information you provide to us through the Sites 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 Sites (or any portion thereof) and the services and information provided on the Sites.

You agree that you or your authorized users have all rights necessary to legally post or transmit all content and data or other materials through the Sites, and the possession, storage and use by CPTS of such content and data or other materials will not infringe, misappropriate or otherwise violate any intellectual property rights, or other rights, of any third party. CPTS reserves the right, in its sole discretion, at any time, to remove any content and data or other materials that it believes to be in violation of these Terms of Use.

### **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 Sites. 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 Sites 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**

As a condition of your use of the Sites, you warrant to CPTS that you will not use the Sites for any purpose that is against the law or prohibited by these terms. You may not use any of the Sites in any manner which could damage, disable, overburden, or impair any of the Sites or interfere with any other party's use and enjoyment of any of the Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites. If you violate any of these terms, your permission to use the Sites 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 the Sites or accessed through the Sites. You may not republish CPTS content or other content from the Sites 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 the Sites. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our Sites is virus free.

### **LINKS TO THIRD PARTY SITES**

The Sites 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 websites, is solely at your own risk. Furthermore, because our privacy policy is applicable only when you are on our Sites, once linked to another website, you should read that website's privacy policy before disclosing any personal information. Where we are offering our own content on or through third party websites (whether by linking, framing or otherwise), your use or display of that content shall be subject to this Terms of Use 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 Sites, 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 Sites 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 Sites or the placement or transmission of any message, information, software or other materials through the Sites 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 Sites, including any applets, software, and content contained therein, you agree that use of the Sites are entirely at your own risk. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CPTS AND/OR ITS REPRESENTATIVES (DEFINED BELOW) MAY MAKE UPDATES AND/OR CHANGES TO THE SITES AT ANY TIME. ADVICE RECEIVED VIA THE SITES SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL, ACCOUNTING OR FINANCIAL DECISIONS, AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

CPTS, ITS AFFILIATES, AND THEIR LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS, SUPPLIERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS (COLLECTIVELY, "REPRESENTATIVES") MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE SITES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITES AND ALL INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. CPTS AND ITS REPRESENTATIVES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SITES AND ALL INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO REPRESENTATIVE OF CPTS IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THESE TERMS OF USE. ANY UPDATES PROVIDED BY CPTS OR ITS REPRESENTATIVES SHALL BE SUBJECT TO THESE TERMS OF USE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CPTS OR ITS REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY RELATING TO THE USE OR PERFORMANCE OF ANY OF THE SITES, THE DELAY OR INABILITY TO USE ANY OF THE SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH ANY OF THE SITES, OR OTHERWISE ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF CPTS OR ANY OF ITS REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR

CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF ANY OF THE SITES, OR DO NOT AGREE WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES AND SERVICES.

#### **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 Sites (collectively, the "User Content") in other blogs, message boards, chat rooms, e-mail and other features of the Sites ("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 Sites or information provided through the Sites 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 Sites or accessed through the Sites
- 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 Sites
- k. Disrupting the activities or enjoyment of the Sites 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 directly with CPTS' customer or technical support. 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 Sites.

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 Terms of Use, 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 Sites, and the public.

Unless otherwise indicated for a particular communication, any User Content transmitted through the Sites, 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 Sites, 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 THE SITES**

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

### **SITES 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 Sites 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 Sites 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 Sites, 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.

#### **CONSENT TO ELECTRONIC COMMUNICATIONS**

By using the Sites, you consent to receive all communications, notices, agreements, renewals, statements, and disclosures (collectively, "Communications") electronically. CPTS may provide Communications to you related to the Sites and the services by electronic communication, including by email, facsimile, or by making such Communications available on the Sites.

#### **MISCELLANEOUS**

- a. **Governing Law.** This Terms of Use 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 Terms of Use 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 Terms of Use, 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 Terms of Use, shall be binding on us.
- c. **Amendments.** You may not modify or amend this Terms of Use in whole or in part without the prior written consent of one of our authorized representatives. We may replace or amend this Terms of Use from time to time by posting new Terms of Use to the Sites. Please check the Terms of Use periodically for changes. Your subsequent use of the Sites, or any content, products, services or materials provided through the Sites, 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 Terms of Use or any right shall not be construed as a waiver of any such provision or right.
- e. **Severability.** If any provision of this Terms of Use is deemed to be illegal or unenforceable, the remainder of this Terms of Use 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 Terms of Use to any party at any time without notice to you.

#### **QUESTIONS AND COMMENTS**

If you have questions or comments about the Sites or the services provided by CPTS, please contact CPTS Technical Support at 800.345.4337.