

SMS TEXTING TERMS AND CONDITIONS

CROSSLINK FAMILY OF COMPANIES

Last Updated: January 1, 2023

Please read these terms and conditions carefully regarding our SMS Texting Service known as Tax Office Alerts. You are agreeing to or have agreed to opt-in to receive non-marketing and marketing text messages from the Crosslink Family of Companies including CrossLink Professional Tax Solutions, LLC, CrossLink Tax Tech Solutions d/b/a CrossLink Tax Pro Alliance and Audit Allies, LLC (collectively “CrossLink”), including text messages made with an autodialer, at the telephone number(s) that you provide. You are not required to agree to receipt of text messages in order to purchase any product or service from CrossLink, and you may opt-out of these communications at any time (see instructions below).

You also accept and agree to be bound by these SMS Texting Terms and Conditions, our Privacy Policy (located at www.crosslinktax.com) and any other applicable terms and agreements related to your use of CrossLink’s services.

Program Description

CrossLink may use an automatic telephone dialing system (“autodialer”) to deliver text messages to you. Text messages may include but not be limited to assistance in completing and/or e-filing your tax return, informational or support purposes, notification of transaction approval, payment reminders and notifications, and servicing your account.

Message Frequency

After opt-in, you may receive an initial confirmation text message. After that, the specific number of text messages may vary depending on how you use the CrossLink’s services and the types of text messages you registered to receive.

Cost

Message and data rates may apply to each text message sent or received, as provided in your mobile telephone service plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. CrossLink does not impose a separate fee for sending text messages.

Supported Carriers

Supported carriers may change from time to time, but currently include AT&T, Boost Mobile, T-Mobile, Metro PCS, Verizon Wireless, Sprint, U.S. Cellular, Nextel & Virgin Mobile. T-Mobile is not liable for delayed or undelivered messages.

How to Opt-In

To opt-in to receive this SMS Texting Service, text “**START**” to 59178 or 78589.

How to Opt-Out

To stop receiving text messages, text “**STOP**” to 59178 or 78589. When you opt-out, you agree to receive a text confirming that your opt-out choice has been recorded.

Your Mobile Telephone Number

You acknowledge and represent that you are the account holder and/or an authorized user of the mobile telephone number(s) that you provide. You are responsible for notifying us immediately if you change your mobile telephone number.

You agree to indemnify CrossLink in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify CrossLink if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

Privacy

Data obtained from you in connection with the text messages may include your name, address, mobile phone number, your mobile service provider’s name, and the date, time, and content of your messages. Our use of this information will be in accordance with our Privacy Policy (located at www.crosslinktax.com) Your mobile carrier and other service

providers may also collect data about your mobile device usage, and their practices are governed by their own policies.

Access or Delivery to Mobile Network is Not Guaranteed

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of CrossLink’s control, and CrossLink is not responsible or liable for issues arising from them.

Support/Help

For assistance with the SMS Texting Service or to obtain additional information, you can text “HELP” to 59178 or 78589, call (800) 345-4337, or email support@crosslinktax.com

Eligibility

To receive text messages, you must be a resident of the United States and 18 years of age or older. CrossLink reserves the right to require you to prove that you are at least 18 years of age.

Changes to Terms and Conditions

We reserve the right to modify these SMS Texting Terms and Conditions, or any part thereof, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your continued enrollment in the SMS Texting Service shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

Termination of Text Messaging

CrossLink may suspend or terminate your receipt of text messages if CrossLink believes you are in breach of these SMS Texting Terms and Conditions. Your receipt of text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. CrossLink reserves the right to modify or discontinue, temporarily or permanently, all or any part of text messages, with or without notice.

Disclaimer of Warranties

TO THE EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SMS TEXTING SERVICE, APPLICATIONS OR CONTENT THAT YOU RECEIVE FROM US, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THIS SMS TEXTING SERVICE COULD INCLUDE INACCURACIES, OTHER ERRORS OR MAY NOT FUNCTION IN THE MANNER YOU ANTICIPATED. FURTHERMORE, WE ARE NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS OR ACTS OF GOD. WE DO NOT PROMISE ERROR-FREE SMS TEXTING SERVICE. WE WILL NOT BE LIABLE FOR ANY DELAYS IN THE RECEIPT OF ANY SMS MESSAGES AS DELIVERY IS SUBJECT TO THE EFFECTIVE TRANSMISSION FROM YOUR NETWORK OPERATOR.

Limitation of Liability

We are not responsible and will not be liable for any damages of any nature, including without limitation any incidental, special or consequential damages (such as lost profits or lost business opportunities), punitive damages or attorney’s fees.

To the maximum extent permitted by law, you hereby agree that CrossLink shall not be liable for any direct, indirect, consequential, special, incidental, punitive, or any other damages arising, resulting from, or in any way relating to your use of CrossLink’s SMS Texting Service. Furthermore, we are not responsible and will not be liable for the acts or omissions of third parties, including but not limited to delays in the receipt of any SMS text messages, as delivery is subject to effective transmission from your wireless network provider.

Applicable Law

Except as otherwise provided herein, your use of this SMS Texting Service under this Agreement is governed by the laws of the State of Florida.