

WEBSITES AND PORTAL TERMS OF USE

CROSSLINK FAMILY OF COMPANIES (collectively, ‘CrossLink,’ ‘we,’ or ‘us’)

Important Information.

Please review these Terms of Use carefully, as they have been recently updated and will take effect on January 1, 2026 (“Effective Date”). By accessing or using any website or application operated by CrossLink Family of Companies (“Sites”), you agree to be bound by these Terms of Use, as well as the CrossLink Privacy Policy and any supplemental agreements, rules, or guidelines (“Supplemental Agreements”) that are referenced here or apply to specific products or services. The Privacy Policy is available in the footer of www.crosslinktax.com, and relevant Supplemental Agreements are accessible or referenced where applicable. By clicking “I Agree,” creating an account, or otherwise indicating your assent where this option is made available to you, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use, the Privacy Policy, and any applicable Supplemental Agreements.

Your continued use of any Sites constitutes your electronic acceptance and signature of these Terms, the Privacy Policy, and any Supplemental Agreements, forming a binding agreement under federal and Florida law, including E-SIGN and the Florida Electronic Signature Act.

IF YOU DO NOT AGREE TO THESE TERMS OF USE, THE PRIVACY POLICY, OR ANY SUPPLEMENTAL AGREEMENT, YOU MUST NOT ACCESS OR USE THE SITES.

By submitting your mobile number and/or email address through any Site, you expressly consent to receive communications from CrossLink via SMS/text messages and email, including account updates, notifications, promotional content, and other relevant information, all subject to applicable law and the terms in our Privacy Policy and SMS Terms & Conditions.

The CrossLink Family of Companies (including CrossLink Professional Tax Solutions, CrossLink Tax Tech Solutions, LLC, and Audit Allies, LLC) provides and operates the Sites. All Sites where these Terms are posted or made available are governed by the following Terms of Use and any incorporated policies or agreements. Access and use of the Sites is conditioned on your acceptance—by continuing, you represent you have read, understood, and agreed to all terms, conditions, and notices included herein.

Certain areas or features of the Sites may be subject to additional rules, guidelines, or posted agreements. If you use a CrossLink product or service, including tax preparation software, you are also bound by the applicable Supplemental Agreements and posted rules. In the event of a conflict, the applicable Supplemental Agreement will control solely with respect to the specific product, service, feature, or functionality to which it applies.

For the avoidance of doubt, these Terms of Use govern access to and use of the Sites. If you access or use any CrossLink product or service that is subject to a separate written agreement or Supplemental Agreement, that agreement shall control only with respect to that product or service in the event of a conflict, and these Terms shall not modify or override any such agreement.

Information on the Sites, including content generated via AI features, is for general informational purposes only and does not constitute legal, financial, or tax advice. Use of such information is at your own risk.

1. PRIVACY

Our Privacy Policy explains the data we collect, use, store, and process while you use and access our Sites. By using our Sites, you acknowledge that you have read, understood, and agree to the terms of our Privacy Policy, which is incorporated herein by reference, and you agree that we may use such data in accordance with the terms of our Privacy Policy. You can find our Privacy Policy in the footer of our Sites, including www.crosslinktax.com. Privacy regulations and our business change frequently, and our Privacy Policy will change accordingly. You should check our Sites frequently to see recent changes and any successor privacy legislation. In addition, certain information may be provided to CrossLink by authorized resellers or distribution partners who support onboarding, licensing, training, or customer support activities.

Any such information shared with CrossLink by these partners will be handled in accordance with our Privacy Policy and applicable law.

Residents of certain U.S. states, including but not limited to California, Colorado, Connecticut, Utah, Virginia, and Florida, may have specific rights regarding access, correction, deletion, and limitation of use or sharing of their personal data. These rights are subject to applicable state privacy laws, such as the California Consumer Privacy Act (CCPA/CPRA) and the Florida Digital Bill of Rights. Please refer to our Privacy Policy for details on how to exercise these rights or to submit a verifiable consumer request. CrossLink does not sell or share personal data as those terms are defined under applicable state privacy laws.

Changes to the Privacy Policy. Your continued use of the Sites after any update to the Privacy Policy constitutes your acceptance of the revised policy. If you do not agree to any updated terms, you must stop using the Sites.

2. COMPLIANCE WITH POLICIES/LAWS

While using the Sites, you agree to comply with all posted policies and agreements, which may be updated periodically, as well as all applicable federal, state, and local laws and regulations. This includes, where applicable, compliance with IRS rules governing Tax Return Information, such as IRS Publication 1345, IRS Revenue Procedure 2007-40, and 26 U.S.C. § 7216 regarding the use and disclosure of taxpayer data. Failure to adhere to our policies or any applicable legal or regulatory requirements may result in the suspension or termination of your access to the Sites.

Your use of any CrossLink social media channels or related content is also governed by our Social Media Disclaimer, which is incorporated herein by reference and available on our Sites.

Accessibility. CrossLink is committed to ensuring digital accessibility for all users. If you experience any difficulty accessing content on the Sites, please contact us at support@crosslinktax.com so that we can provide reasonable accommodations consistent with applicable disability laws, including the Americans with Disabilities Act (ADA). CrossLink strives to meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards and other applicable accessibility requirements to ensure our Sites are usable by all individuals, including those using assistive technologies. We periodically audit our Sites for accessibility compliance to improve accessibility and welcome feedback from users to help us enhance their experience.

No Warranty of Full Compliance. While CrossLink strives to meet applicable accessibility standards, including WCAG 2.1 AA, CrossLink does not warrant that the Sites will be fully compatible with every assistive technology or device. Any liability related to accessibility is governed by the Disclaimer and Limitation of Liability provisions of these Terms.

Endorsement and Advertising Compliance. Users who post, share, or otherwise communicate about CrossLink products or services on any platform—including social media, blogs, or online communities—must comply with the Federal Trade Commission’s Endorsement Guidelines (16 C.F.R. Part 255) and any similar state disclosure requirements. This includes clearly and conspicuously disclosing any material connection with CrossLink, such as employment, partnership, sponsorship, or compensation. Users are prohibited from making false, misleading, or unsubstantiated statements about CrossLink or its affiliates.

3. MODIFICATION OF THESE TERMS OF USE

CrossLink reserves the right, in its sole discretion, to modify, add to, or remove any portion of these Terms of Use, in whole or in part, at any time. Modified Terms of Use will take effect upon posting unless stated otherwise by us. Your continued use of the Sites after such change becomes effective will constitute your affirmative acceptance to the modified Terms of Use. If you do not agree to, or cannot comply with, the Terms of Use as amended, you must stop using the Sites.

4. MODIFICATIONS TO PRODUCTS, SERVICES AND PRICES

Prices for products and services offered on the Sites are subject to change without notice. CrossLink reserves the right at any time to modify or discontinue any of its products, services, or any part or content thereof without notice at any time. CrossLink shall not be liable to you or any third party for any modification, price change, suspension or discontinuance of its products or services.

In the event a product or service is listed at an incorrect price due to a typographical or clerical error, CrossLink shall have the right to refuse or cancel any orders placed for products or services listed at the incorrect price. CrossLink shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and paid for. If payment has already been made for the purchase and your order is canceled, CrossLink shall promptly issue a refund of the amount paid.

5. MODIFICATIONS TO THE SITES

CrossLink reserves the right to modify any information, functions or features on the Sites including, but not limited to the content, services offered, products offered, databases, hours of availability, and equipment or software needed for access or use of the Sites, or to terminate or temporarily suspend any Site either partially or completely for any or no reason and without notice. CrossLink may also impose limits on certain features of the Sites and/or restrict your access to parts or all of the Sites, including the Portal Sites, without notice or liability, and we will not be liable to you for any loss which you may incur as a result of any such change. We reserve the right to refuse to post or to remove any information or materials, in whole or in part, that we determine to be in our sole discretion unacceptable, undesirable, inappropriate or in violation of these Terms of Use.

6. TRANSMISSION OF DATA/USER RESPONSIBILITIES

Use of the Sites may involve the transmission of data through the networks of your mobile carrier or Internet service provider (ISP). You are responsible for all carrier, text/SMS, data, or other related fees or charges you incur from your carrier or ISP in connection with or related to your use of the Sites. We assume no liability or responsibility for the payment of any charges you may incur. 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 the deletion of data, timeliness of services, or the failure to store any of your data or personalization settings.

7. 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 content on the Sites 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. You may not reverse assemble, decompile, reverse engineer or other attempt to derive source code (or the underlying ideas, algorithms, structure or organization), or remove any copyright notices, identification or any other proprietary notices from any of the software, copyrighted content and any proprietary information on the Sites. 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.

8. USER RESPONSIBILITIES AND YOUR ACCOUNT

There may be portions of the Sites, including the Portal 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. CrossLink 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.

Multi-Factor Authentication and Verification. CrossLink may, in its sole discretion, require multi-factor authentication, credential resets, identity verification, or other security measures at any time as a condition of accessing

or continuing to access the Sites, Portal Sites, or any associated services. Such measures may be implemented to protect CrossLink systems, comply with applicable law or IRS safeguarding requirements, or protect Tax Return Information and other sensitive data. Failure or refusal to comply with such security measures may result in suspension or termination of access without liability to CrossLink.

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 and your authorized users have all rights necessary to legally post or transmit all content, data, and other materials through the Sites. For all content and data other than “Tax Return Information,” you represent and warrant that such materials will not infringe, misappropriate, or otherwise violate any intellectual property rights or other rights of any third party. With respect to “Tax Return Information” (as that term is defined in 26 U.S.C. §7216 and the accompanying Treasury Regulations), CrossLink will only use, store, access, or disclose such information as permitted under 26 U.S.C. §7216 and the accompanying Treasury Regulations, including for purposes of preparing, supporting, filing, or correcting a tax return; providing services requested by the tax professional; complying with applicable law or legal process; or as expressly authorized through a valid written consent that meets the requirements of §7216. CrossLink may remove or restrict access to any content or data that violates these Terms of Use; however, any removal or restriction involving Tax Return Information will be limited to actions permitted under §7216 or required by law. For avoidance of doubt, nothing in this section shall be construed to expand CrossLink’s rights to use, access, or disclose Tax Return Information beyond what is expressly permitted under 26 U.S.C. §7216 and its accompanying Treasury Regulations.

You are responsible for all acts and omissions of your employees, agents, affiliates, or anyone using your account or credentials, whether authorized or not, and you agree that any such act or omission shall be deemed your own for purposes of these Terms of Use.

Business Information. You are responsible for entering a valid business (whether a sole proprietorship, partnership, corporation, limited liability company, or other legal entity) name in setting up your account. The business identified in your account must be (1) in good standing in its state of incorporation, unless it is a sole proprietorship; and (2) the holder of the Electronic Filing Identification Number (EFIN) entered in your account.

Primary Contact. The primary contact identified in your account should be the same individual identified as the responsible party for (1) all activities within your account; and (2) EFIN documentation.

EFIN Requirements. You represent, warrant, and agree that you will only use a valid Electronic Filing Identification Number (“EFIN”) associated with *your* business and issued by the IRS to *your* firm. You may not use an EFIN belonging to any other individual or entity, including but not limited to friends, family members, former employers, or affiliated businesses.

Prohibited EFIN uses include, without limitation:

- Using an EFIN issued to a prior employer.
- Using an EFIN that is no longer associated with your current business entity.
- Using an EFIN belonging to a business whose structure changed due to the death or removal of a principal listed on the IRS application.

Non-Transferability. You acknowledge and agree that, under IRS regulations, an EFIN is **not transferable**. An EFIN may not be transferred, sold, gifted, or otherwise conveyed to another person or entity. If you sell, transfer, reorganize, or acquire a business, you must apply for and obtain a new EFIN; you may not continue using the prior business’s EFIN. You further agree to maintain appropriate safeguards to protect your EFIN from unauthorized use at all times.

Compliance With IRS Requirements. By requesting or enabling e-file capabilities on your account, you agree to comply with all applicable IRS rules and regulations governing EFIN issuance and use, including IRS Publication 3112 (IRS e-file Application & Participation), IRS Publication 1345, and related guidance. Any violation of these requirements may

result in the immediate suspension or removal of e-file capabilities until all deficiencies have been corrected and compliance is restored.

Verification Requirement. As a condition of using our services, you agree to provide documentation to verify your EFIN and your firm's authorization status. Your EFIN must remain active, valid, and in good standing with the IRS at all times while using our services.

9. ELIGIBILITY TO USE THE SITES

By using the Sites, you represent and warrant that you are at least 18 years of age (or the legal age of majority in your jurisdiction), and that you have the legal capacity to enter into these Terms of Use. If you are accessing the Sites on behalf of an entity, you further represent and warrant that you are authorized to bind that entity to these Terms. If you do not meet these requirements, you must not access or use the Sites.

10. DISPUTE AMONG CUSTOMER PARTIES

In the event of any dispute between multiple individuals or entities (collectively, "Customer Parties") associated with a Customer's account regarding access (including access to the Sites), use, control, or entitlement to funds, payments, or services provided by CrossLink, CrossLink reserves the right, at its sole discretion, to: suspend or freeze the account (including access to the Sites) and withhold any funds or services until the dispute is resolved to CrossLink's satisfaction; require written instructions signed by all disputing Customer Parties or a final, non-appealable court order or arbitration award before resuming account access or disbursing funds; disclaim any obligation to investigate, adjudicate, or otherwise intervene in the dispute. CrossLink expressly disclaims any and all liability for any losses, damages, or delays resulting from any actions or inactions taken in accordance with this provision.

11. SMS TERMS

You can receive different types of text messages from us, including, but not limited to, communications regarding activities within your account, other account-related or transactional messages, promotional offers, and other relevant information. If you agree to receive text messages from us, you agree to and understand the following:

- Your wireless service carrier's standard text message and data rates may apply.
- You agree that we may communicate with you by automated SMS, MMS, text message or other electronic means to your mobile device.
- Message frequency varies.
- In the event you change or deactivate your mobile telephone number, you agree to promptly update your account information.
- We may send you a message to confirm your choice to receive text messages.
- You can cancel text messaging at any time by replying "STOP" to the most recent text message you received.
 - If you have agreed to receive multiple types of text messages, you will need to cancel each message type separately.
 - We will send you a text message to confirm you have been unsubscribed.
- Reply "HELP" for instructions and how to unsubscribe.
 - This may not be available for some message types.

TCPA Compliance. By providing your mobile telephone number and opting in to receive text messages, you expressly consent to receive marketing and non-marketing SMS/MMS messages sent by or on behalf of CrossLink, including messages sent using an automatic telephone dialing system. Consent to receive marketing messages is not a condition of purchasing any goods or services. Message and data rates may apply. Consent to receive marketing text messages is not required as a condition of purchasing any goods or services. You may opt out at any time by replying "STOP" to any message, and you may request help by replying "HELP." You represent that you are the subscriber or authorized user of the mobile number provided. Your consent applies only to the number you provide and may be revoked by updating your account information or replying "STOP."

Additional SMS terms are outlined in our SMS Messaging Terms, available in the footer of www.crosslinktax.com.

12. CONTENT AND FUNCTIONALITY OF THE SITES

While CrossLink endeavors to ensure that all information on our Sites (e.g., template documents) is accurate, we cannot vouch that all information will be accurate and up-to-date at all times. We therefore reserve the right not to be held responsible for the topicality, correctness, completeness or quality of the information provided. Liability claims regarding damage caused by the use of any information provided, including any kind of information which is incomplete or incorrect, are disclaimed to the maximum extent permitted by applicable law. You are using or refraining from using this information at your own risk. Should you find inaccurate information on the Sites, please inform us and we shall correct it, where we agree, as soon as it is practicable to do so.

Certain features, tools, or functionality made available through the Sites may be identified as beta, preview, pilot, experimental, or evaluation features (“Beta Features”). Beta Features are provided “as is” and “as available,” may contain errors or inaccuracies, and may be modified, limited, suspended, or discontinued at any time without notice. CrossLink makes no representations or warranties that Beta Features will be available, error-free, or suitable for any particular purpose, and use of any Beta Feature is at your own risk.

13. ARTIFICIAL INTELLIGENCE

CrossLink is continuously seeking opportunities to enhance the benefits of our products and services for our customers. This includes integrating select, industry-leading Artificial Intelligence (“AI”) features and tools (“AI Features”) to improve, develop, and deliver our services or software [e.g., to assist in the preparation of tax returns]. Below, we discuss the nature of these AI Features, their usage, and any features or risks associated with AI that you should be aware of. CrossLink does not use Tax Return Information or personally identifiable taxpayer data for AI model training, analytics, or feature improvement except as expressly permitted under 26 U.S.C. §7216 and the accompanying Treasury Regulations, or pursuant to valid IRS-compliant written consent where required.

Applicability and Scope. These AI terms apply only to the AI Features provided or as incorporated as part of our services. Notwithstanding any other consent provided regarding the processing of your data, you acknowledge that the AI Features may access personal data you input into our services. You consent to (or have obtained informed consent from the data subject for) such personal data being processed by these AI Features.

We may use artificial intelligence (“AI”) and related tools to collect information from you, or to analyze, optimize, and deliver our products and services to you. For example, we may use AI to collect financial information by reading submitted documents (e.g., W-2 form), to analyze how our Sites are used and enhance them, or to provide support to you. We will provide additional disclosures on the Sites and our Privacy Policy as required by law.

Definitions.

- “AI Feature(s)”: Components of the service, including any of CrossLink’s AI tools, that utilize large language models (“LLMs”) or other machine learning (“ML”) and/or AI to generate Output. These features exhibit significant generality and can competently perform a wide range of distinct tasks, especially when trained on large datasets using self-supervision at scale and can be integrated into various downstream systems or applications.
- “Input(s)”: Any data, content, or materials you submit to CrossLink’s AI Features (including text, documents, images, or structured data) to receive Output.
- “Output(s)”: The resulting content provided to you within the services based on the Inputs, which may include text summaries, recommendations, extracted fields, or draft language.

Use. CrossLink’s AI Features may require you to provide Input, which will be used by CrossLink’s AI Features to generate Output. CrossLink seeks to use your Input and Output to enhance its AI Features. You grant CrossLink a non-exclusive, worldwide, royalty-free license to use non-Tax Return Information Inputs and Outputs solely to operate, maintain, support, and improve the AI Features. CrossLink will not use, access, or disclose “Tax Return Information” (as defined in 26 U.S.C. §7216) or any personally identifiable taxpayer data for model training, feature improvement, analytics, or product development unless expressly permitted under §7216 or authorized through a valid IRS-compliant written consent. CrossLink will not use your confidential business information for AI model training except in aggregated, de-identified form that does not identify you or any taxpayer.

Warranties and Disclaimers. Artificial Intelligence and large language models are frontier technologies that are still improving in accuracy, reliability, and safety. When you use our AI Features, you acknowledge and agree:

- a. Outputs may not always be accurate and may contain material inaccuracies even if their level of detail or specificity make them appear to be accurate.
- b. You should not rely on any Outputs without independently verifying their accuracy.
- c. The information provided by AI Features does not replace professional advice.
- d. The AI Features and any Outputs may not reflect correct, current, or complete information.
- e. Outputs may contain content that is inconsistent with CrossLink's views.

CrossLink disclaims any responsibility for third-party AI tools integrated within or accessed through the Sites.

Automated Decision-Making; Human Review. Some AI Features may involve automated processing of Inputs to generate Output; however, AI Features do not make final decisions that determine your legal rights. You may request human review of any Output that you reasonably believe may materially affect you or your business by contacting support@crosslinktax.com.

Transparency. CrossLink will disclose when a Site feature materially relies on automated decision-making and will provide additional notices required under applicable state AI transparency laws, including but not limited to the Colorado Artificial Intelligence Act and similar emerging statutes.

Optional Use of AI. Unless expressly stated otherwise, AI Features are optional tools provided for convenience. You are not required to use AI Features to access any core CrossLink products or services.

14. DOWNLOADABLE MATERIAL

All downloadable material available on the Sites is carefully scanned for viruses before being uploaded onto the Sites. However, we recommend that, as an extra precaution, you run your own virus check on each document you download before saving it to your disk, hard drive or cloud account.

15. CONFIDENTIAL INFORMATION

You agree that you will not disclose our Confidential Information to any person or entity, other than as necessary to use the products, 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 products, 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.

For clarity, this section does not apply to User Feedback, public comments, or other materials expressly designated as non-confidential under these Terms.

CrossLink's data handling and safeguarding practices are designed to comply with IRS Publication 1075, IRS Publication 3112, and 26 U.S.C. §7216. CrossLink does not use or disclose taxpayer information except as permitted under these standards. CrossLink will not use or disclose Tax Return Information for marketing, analytics, or any business purpose not expressly permitted under Treas. Reg. §301.7216, unless valid taxpayer consent has been obtained. CrossLink does not use Tax Return Information for cross-selling, marketing, analytics, or product recommendations unless such use is expressly permitted under Treas. Reg. §301.7216 or supported by a valid written taxpayer consent.

Retention Required by Law. Notwithstanding anything in this section, CrossLink may retain copies of Confidential Information as required to comply with applicable laws, regulations, IRS requirements, court orders, audit obligations, or CrossLink's internal data retention policies. Such retained information will continue to be safeguarded in accordance with these Terms.

16. ACCESS AND USE

We do not guarantee continuous access to the Sites, including the Portal Sites. From time to time, interruptions, errors or other deficiencies in service may occur, including, without limitation, maintenance interruptions, interruptions in the accessibility of the Internet, a system outage or heavy demand. You are responsible, at your own expense, to obtain and maintain all necessary equipment, software and communication links as required in order to access the Sites. You agree

not to take any steps that would have a negative impact on the security, integrity or functioning of our systems. You further agree not to use any third-party website, software or service to access the Sites, or to stream any information we provide. Information in the Sites does not constitute a solicitation or offer to sell products or services. You acknowledge and agree that while you may access the Sites from other jurisdictions outside of the U.S., the information and any tools in the Sites are intended for use only in the U.S., and U.S. state and federal laws exclusively apply to the access and use of the Sites, notwithstanding domicile, residence or physical location of any user. If you access or use the Sites outside of the U.S., you do so at your own risk, and you bear all responsibility for compliance with any local, provincial, national, or international laws that are applicable to such access by you.

We reserve the right to suspend, terminate, or restrict your access or use to the Sites, without notice or liability.

17. MOBILE APPLICATIONS AND LICENSE GRANT

If you download or access our services through a mobile application, we grant you a limited, non-exclusive, non-transferable, and revocable license to use the application solely for your internal business purposes on a device you own or control. You must comply with all applicable third-party terms of agreement when using the application (e.g., Apple App Store or Google Play terms). We do not guarantee that our applications will be compatible with your device or that they will function error-free.

18. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Sites, you warrant to CrossLink 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 are prohibited from violating or attempting to violate the security of the Sites, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Sites or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not, without our prior written permission, use any computer code, data mining software, "robot," "bot," "spider," "scraper," "crawler" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to access, monitor or copy any of the web pages, data or content found on the Sites or accessed through the Sites. You may not use such automated or manual processes to deep-link to any feature or content on the Sites, bypass our robot exclusion headers or other measures CrossLink may use to prevent or restrict access to the Sites. You may not use any electronic communication feature of the Sites for any purpose that is unlawful, tortious, intrusive on another's privacy, harassing, libelous, defamatory, obscene, or threatening. You agree not to upload, download, reproduce, display, distribute, misuse or use any Content, information, software or other material located on the Site in any other manner that is likely to cause confusion among consumers, that dilutes the strength of CrossLink or its licensors' property, or that otherwise infringes upon CrossLink or its licensors' intellectual property rights. You further agree not to use any device, software or routine to interfere or attempt to interfere with the proper functioning of the Sites or any activity being conducted on the Sites. 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.

Any attempt to gain unauthorized access to CrossLink systems, to interfere with network integrity, to conduct denial-of-service attacks, penetration testing, or any other form of intrusion or disruption—whether manual or automated—is strictly prohibited and will be referred to law enforcement and pursued to the fullest extent permitted by law.

19. THIRD-PARTY WEBSITES AND CONTENT

The Sites may contain hyperlinks or references to websites operated by third parties. These links are provided for your convenience only. CrossLink does not control, endorse, or assume any responsibility for the content, accuracy, policies, products, services, or practices of any third-party websites. The inclusion of a hyperlink does not imply any affiliation with or endorsement by CrossLink.

Your access to and use of third-party websites—including any information, materials, products, or services made available on or through such websites—is solely at your own risk. CrossLink shall have no liability arising out of or related to your interactions with third-party websites or vendors.

Please note that our Privacy Policy applies only while you are using our Sites. Once you navigate to a third-party website, you are subject to that website's privacy policy, terms, and practices, and you should review those policies before providing any personal information.

Where CrossLink content is made available on or through third-party websites (including by linking, framing, embedding, or other means), your access to and use of that content is governed by these Terms of Use unless a specific Supplemental Agreement applies.

20. 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.

21. MAKING PURCHASES THROUGH THE SITES

If you make—or attempt to make—any purchase through the Sites, whether the purchase is offered directly by CrossLink or by a third-party merchant or service provider, you may be required to provide certain information, including credit card, ACH, or other payment information. You represent and warrant that all information you provide in connection with any purchase will be accurate, complete, and current.

To the maximum extent permitted by law, CrossLink is not liable for any loss, damage, or dispute arising out of, or relating to, any transaction conducted through the Sites, whether the transaction is with CrossLink or with a third-party merchant or service provider.

Prices for products or services offered through the Sites—whether by CrossLink or by third-party providers—are set by the applicable seller and may be changed at any time without notice.

You agree to pay all charges incurred by you or any user of your account using the payment method you provide, at the prices in effect at the time the charges are incurred. You are solely responsible for any applicable taxes arising from purchases made through the Sites.

22. PAYMENT SERVICE PROVIDERS

If you make or receive payments through the Sites using a third-party payment service provider (“Payment Service Provider”), you acknowledge and agree that your use of such services is subject to the terms, conditions, and policies of the applicable Payment Service Provider. You are solely responsible for complying with all agreements between you and any Payment Service Provider.

To the fullest extent permitted by law, CrossLink is not responsible or liable for any loss, damage, fees, claims, or liabilities—whether direct, indirect, incidental, consequential, pecuniary, or non-pecuniary—arising out of or related to any act or omission of any Payment Service Provider. CrossLink expressly disclaims all responsibility in this regard.

You are responsible for any fees charged by a Payment Service Provider for sending or receiving payments. Such fees are in addition to any fees owed to CrossLink for your access to or use of our products or services.

PCI Compliance Disclaimer. CrossLink does not directly collect, process, or store full payment card numbers or other sensitive payment card data submitted through the Sites. All payment card information is collected, processed, and stored exclusively by third-party Payment Service Providers that maintain their own PCI-DSS compliance.

To the maximum extent permitted by law, CrossLink disclaims all responsibility and liability for PCI-DSS compliance obligations except to the extent expressly assigned to CrossLink under applicable law.

23. USE OF COOKIES

The Sites use “cookies” to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you. One of the primary purposes of cookies is to help us provide you with a better user experience by remembering certain information about you, including preferences. For example, if you personalize a page on one of the Sites, or register with a Site or its services, a cookie helps the Site recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to a Site, the information you previously provided can be retrieved, so you can easily use the Site’s features that you customized. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of a Site’s services or the features of other websites you visit.

Interest-Based Advertising and Opt-Out Mechanisms. To the extent CrossLink or its service providers engage in interest-based advertising or cross-site tracking, you may opt out of certain types of tracking by visiting <https://optout.aboutads.info> or <https://www.networkadvertising.org/choices>.

For further information about our use of Cookies please see the section titled “Cookies and Other Tracking Technologies” within our Privacy Policy.

24. INDEMNIFICATION

You agree to defend (at our option and subject to our reasonable cooperation), indemnify, and hold harmless us from and against all third-party claims and any liabilities, assessments, losses, costs, and expenses (including reasonable attorneys’ fees) arising from or related to: (a) your alleged or actual breach of these Terms of Use, including any representations and warranties made by you; (b) your placement or transmission of any messages, information, software, or other materials through the Sites, whether by you or users of your account; and/or (c) your alleged or actual infringement or violation of any third-party rights, including, but not limited to, intellectual property rights, rights of publicity, and rights of privacy. You may not settle any indemnified claim without CrossLink’s prior written consent if the settlement imposes any obligation, admission, or liability on CrossLink.

25. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

By using the Sites, including any applets, software, and content contained therein, you agree that use of the Sites is entirely at your own risk. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CROSSLINK AND/OR ITS REPRESENTATIVES (DEFINED BELOW) MAY MAKE UPDATES AND/OR CHANGES TO THE SITES AT ANY TIME. IN THE EVENT THAT AN INACCURACY ARISES, PLEASE INFORM CROSSLINK SO THAT IT CAN BE CORRECTED. CROSSLINK RESERVES THE RIGHT TO UNILATERALLY CORRECT ANY INACCURACIES ON THE SITES WITHOUT NOTICE. INFORMATION ON THE SITES MAY BE CHANGED OR UPDATED WITHOUT NOTICE. UNLESS OTHERWISE STATED IN THESE TERMS OF USE, 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.

CROSSLINK, ITS AFFILIATES AND SUBSIDIARIES, 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. CROSSLINK 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, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE FOREGOING, CROSSLINK AND ITS REPRESENTATIVES MAKE NO WARRANTY OF ANY KIND THAT THE SITES WILL MEET

CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATION WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE DEFECT OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. THE SITES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, AND OTHER TECHNOLOGIES NECESSARY TO OFFER THE SITES. NO REPRESENTATIVE OF CROSSLINK 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 CROSSLINK OR ITS REPRESENTATIVES SHALL BE SUBJECT TO THESE TERMS OF USE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CROSSLINK OR ITS REPRESENTATIVES BE LIABLE FOR ANY 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 CROSSLINK 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, SUBJECT ONLY TO ANY NON-EXCLUDABLE RIGHTS YOU MAY HAVE UNDER APPLICABLE LAW AND THE LIMITED REMEDIES EXPRESSLY SET FORTH IN THESE TERMS OF USE. THIS SECTION SETS FORTH THE ENTIRE LIABILITY OF CROSSLINK AND ITS REPRESENTATIVES, AND YOUR EXCLUSIVE REMEDIES, WITH RESPECT TO THE SITES AND ANY SERVICES PROVIDED HEREUNDER. To the maximum extent permitted by applicable law, CrossLink's total aggregate liability to you for all claims arising out of or relating to the Sites or these Terms of Use shall not exceed the greater of: (i) the fees actually paid by you to CrossLink during the twelve (12) months immediately preceding the event giving rise to the claim; or (ii) ten thousand dollars (\$10,000). The foregoing exclusions and limitations are subject to the "Carve-Outs for Certain Claims" subsection below.

Carve-Outs for Certain Claims. Notwithstanding anything to the contrary in this Section, the exclusions of liability for INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES do not apply to: (a) CrossLink's breach of its confidentiality obligations; (b) CrossLink's violation of 26 U.S.C. §7216 or the accompanying Treasury Regulations; (c) CrossLink's gross negligence, willful misconduct, or fraud; or (d) damages arising from a security incident, data loss, or unauthorized disclosure of information caused by CrossLink's failure to implement reasonable safeguards required under applicable law. For such claims, CrossLink's liability (if any) shall be limited to DIRECT DAMAGES only and shall be subject to the aggregate liability cap set forth above.

26. EXPORT CONTROL AND LEGAL COMPLIANCE

The Sites are operated from the United States. We make no representation that the Sites, or the content or information available through it, is appropriate or available for use outside the United States. Access to the Sites from jurisdictions where the content is illegal is prohibited. Those who choose to access the Sites from outside the United States do so at their own risk and are responsible for complying with all applicable laws.

The Sites may be subject to U.S. export control laws, including, without limitation, the U.S. Export Administration Act and its associated regulations. You may not use or export any materials via our Sites in violation of any export, re-export, or import laws and regulations of the United States or any other jurisdiction. You represent and warrant that you are not located in a country that is: (a) subject to an embargo by the United States or designated by the U.S. Department of State as a state sponsor of terrorism; or (b) included on any list of prohibited, restricted, or sanctioned parties published by the United States.

27. 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 containing nudity, violence or offensive subject matter, or are deemed exploitive in any way
- b. Promoting racism, prejudice, bigotry, hatred, harassment or physical harm of any kind against any individual, group or individual
- c. 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
- d. 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
- e. Transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party
- f. Upload files or other material unless you own or control the rights thereto or have received all necessary consents
- 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 CrossLink's 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 CrossLink and such user content should not be considered to have been reviewed, screened or approved by CrossLink. 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. CrossLink will not be liable to you or any third party for any deletion of any User Content on the Sites.

Unless otherwise indicated for a particular communication, any User Content transmitted through the Sites, will be treated as non-confidential and nonproprietary. In addition, CrossLink 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.

28. CROSSLINK MAY FREELY USE THE FEEDBACK YOU PROVIDE

Unless otherwise specified for a particular communication, any communications or materials you e-mail, post, or transmit through the Sites, including data, questions, comments, or suggestions, will be treated as non-confidential and non-proprietary.

By submitting any ideas, feedback, or proposals regarding the Sites or any other CrossLink products or services (“User Feedback”), you expressly acknowledge and agree that: (a) we have no obligation to you, including any obligation for payment or confidentiality, with respect to the User Feedback; and (b) we may freely use, assign, transfer, distribute, exploit, and further develop any ideas, concepts, know-how, or techniques in your User Feedback for any purpose, including but not limited to the development and marketing of products, without compensation to you. To the extent any copyright or other intellectual property rights vest in you concerning the User Feedback, you hereby grant us a worldwide, non-exclusive, royalty-free, fully paid-up, irrevocable, sublicensable, and perpetual right and license to make, use, copy, sell, distribute, exploit, and create derivative works from the User Feedback. Additionally, you irrevocably release us from any and all liability related to the rights to the User Feedback.

You agree not to post content that is unlawful, defamatory, threatening, harassing, deceptive, or infringes the rights of others. Nothing in these Terms restricts your ability to post honest consumer reviews or other statements protected under applicable state or federal law.

29. CROSSLINK MAY MONITOR YOUR CONTENT.

CrossLink may, but has no obligation to, monitor content on the Sites. We may disclose any information necessary to satisfy our legal obligations, protect CrossLink or its customers, or operate the Sites properly. CrossLink, in its sole discretion, may refuse to post, remove, or refuse to remove, any content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of these Terms of Use.

30. PRESERVATION AND DISCLOSURE OF RECORDS

Record Preservation. You acknowledge and agree that CrossLink may, but is not obligated to, preserve records of activity within the Sites—including activity within User Areas, Portal Sites, and any communications between you and CrossLink—even where we are not required to retain such records under applicable federal, state, or local law or under IRS regulations. Any preservation of Tax Return Information will be carried out only as permitted under 26 U.S.C. §7216, the applicable Treasury Regulations, or other legal requirements. CrossLink may retain Tax Return Information as reasonably necessary to provide services, comply with applicable law, IRS requirements, audits, security obligations, legal process, or internal data-retention policies. CrossLink will not use or disclose Tax Return Information except as permitted under 26 U.S.C. §7216 and the accompanying Treasury Regulations, or pursuant to a valid IRS-compliant written consent where required. For avoidance of doubt, CrossLink will retain, use, and disclose Tax Return Information only as permitted under 26 U.S.C. §7216 and the accompanying Treasury Regulations, or as otherwise required by law.

Any records that we do preserve may be relied upon as reasonable evidence of activity within the Sites in connection with your use of the Sites and any related transactions, unless you produce credible evidence demonstrating that such records are materially erroneous.

Disclosure of Records. You further acknowledge and agree that CrossLink may disclose such records if required to do so under federal, state, or local law, regulation, or legal process, including but not limited to IRS inquiries, subpoenas, examinations, or compliance reviews. With respect to Tax Return Information, CrossLink will only disclose such information as permitted under 26 U.S.C. §7216 and the accompanying Treasury Regulations, or as otherwise required by law. We may also disclose records if we believe in good faith that the disclosure is reasonably necessary to:

- comply with legal or regulatory obligations, including obligations imposed by the IRS;
- enforce these Terms of Use or any other applicable agreement;
- respond to a claim that a user’s activity violates the rights of a third party; or
- protect the rights, property, or safety of CrossLink, our users, taxpayers, or the public.

Nothing in this section shall be construed to require CrossLink to maintain or preserve any specific records unless mandated by applicable law or regulation, and nothing in this section expands CrossLink’s rights to use or disclose Tax Return Information beyond what is permitted under §7216.

31. SECURITY OF PERSONAL INFORMATION

Security of Communications. CrossLink implements reasonable and appropriate administrative, technical, and physical safeguards to protect personal information in accordance with applicable law. However, you acknowledge that the Internet is an inherently open and insecure medium, and CrossLink cannot guarantee that any information transmitted to or from the Sites will be completely secure or free from unauthorized access, interception, or alteration. Nothing in this section alters CrossLink's obligations with respect to "Tax Return Information," which will be safeguarded and handled in accordance with 26 U.S.C. §7216 and applicable Treasury Regulations. CrossLink implements IRS-required administrative, technical, and physical safeguards for Tax Return Information, including secure transmission, storage, and access controls consistent with IRS Publication 1075 and Publication 1345.

E-Mail Communications. Communications sent over the Internet—including by e-mail—may be lost, intercepted, misdirected, or altered. If you choose to send CrossLink personal information via e-mail, you do so at your own risk. CrossLink will not request "Tax Return Information" by e-mail and will not transmit "Tax Return Information" by unencrypted e-mail. Where Tax Return Information must be exchanged, CrossLink will use secure, IRS-compliant channels and safeguards as required under 26 U.S.C. §7216 and applicable IRS safeguarding guidance.

By sending us an e-mail, you consent to CrossLink responding to you by e-mail—including with personal information you have requested—unless you specifically instruct us to use another method. You acknowledge that CrossLink is not liable for any unauthorized access or misuse of information once it leaves our secure systems and is transmitted to your e-mail address. CrossLink will not send "Tax Return Information" to you by unencrypted e-mail except as permitted or required under §7216.

Device Security. The computer or device you use to access the Sites may be vulnerable to malware, viruses, keyloggers, or other security threats that could intercept or alter information transmitted online. You are responsible for maintaining the security of your own devices, including using up-to-date antivirus, anti-malware, and firewall protections, and for maintaining current backups of your information. To the fullest extent permitted by law, CrossLink is not responsible for any virus, malware, intrusion, or other harmful event affecting your device or resulting from your access to or use of the Sites.

32. 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 CrossLink of your copyright infringement claim in accordance with the following procedure. CrossLink 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: Legal Department

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 ATTORNEY'S 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 CrossLink and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

33. COMMUNICATION PREFERENCES AND CONSENT

From time to time, we may send you communications through the various channels that you have provided to us (e.g., push notifications, in-app messages, e-mail address, mailing address). These communications may include, but are not limited to, tips and recommendations, promotions, special offers, and other account-related or transactional messages.

By accepting these Terms of Use and using the Sites, you expressly consent to receive all such communications from or on behalf of CrossLink. You are deemed to have received such notices within a reasonable period after posting or transmission, not to exceed two (2) business days. You may not opt out of receiving account-related or transactional communications that are necessary to provide or maintain your account and related services.

You are responsible for keeping your account and billing information, including your e-mail address, up to date. We assume no liability nor any responsibility for any consequences resulting from your provision or use of outdated, incomplete, or inaccurate information in connection with the Sites. If you would like to modify your ability to receive communication from our Sites, in some cases, you may control those settings within the settings or preferences. To unsubscribe from receiving general marketing messages from us, click the unsubscribe button on the bottom of every marketing email.

34. TERMINATION

Subject to the terms of this section, these Terms of Use will remain in effect for as long as you access or use the Sites. You may cancel your account and terminate these Terms of Use at any time and for any reason. CrossLink may suspend or terminate your account, your access to the Sites, or these Terms of Use, in whole or in part, at any time and for any reason, with or without notice, including where required for security, regulatory, or compliance purposes.

Upon termination of these Terms of Use for any reason, all rights and licenses granted to you under these Terms of Use—including your right to access and use the Sites—will immediately cease. You must immediately discontinue all use of the Sites and destroy or permanently delete any materials, content, software, documentation, or other proprietary information obtained from CrossLink that is in your possession or control.

To the fullest extent permitted by law, CrossLink will have no liability to you for any costs, losses, damages, or liabilities arising from, or relating to, any suspension or termination of your account or access to the Sites.

Any provisions of these Terms of Use that, by their nature, are intended to survive termination will remain in full force and effect following termination. Without limitation, the following sections will survive: Indemnification, Limitation of Liability, Governing Law, Intellectual Property, Confidential Information, Payment Obligations, Disclaimers, and any other provisions expressly stated to survive or that reasonably should survive termination.

Notice and Cure. Except where suspension is required for security, fraud, or compliance reasons, CrossLink will provide you with written notice of any material breach and a ten (10) business-day opportunity to cure before suspending or terminating access to the Sites. Suspension or termination may occur immediately, without prior notice, if CrossLink reasonably determines that: (a) your actions pose a security or operational risk; (b) you are engaged in fraud, unauthorized access, or illegal activity; (c) you violate IRS safeguarding or e-file requirements; or (d) continued access would violate applicable law, regulation, or court order.

35. E-SIGN CONSENT AND DISCLOSURE

By accessing or using the Sites, you consent to the use of electronic records, electronic signatures, and electronic delivery of notices and communications (“E-Sign Consent”). This disclosure describes your rights regarding electronic communications under the federal Electronic Signatures in Global and National Commerce Act (“ESIGN”), the Uniform Electronic Transactions Act (“UETA”), and the Florida Electronic Signature Act.

Scope of Consent. Your E-Sign Consent applies to all agreements, disclosures, notices, statements, records, and other communications that we provide to you electronically in connection with your use of the Sites, your account, or your relationship with CrossLink.

Paper Copies. You may request a paper copy of any electronic communication at no additional cost by contacting us at support@crosslinktax.com. We may require up to ten (10) business days to process such requests.

Withdrawal of Consent. You may withdraw your E-Sign Consent at any time by contacting us at support@crosslinktax.com. If you withdraw consent, we may, at our sole discretion, suspend or terminate your access to the Sites or certain services that require electronic communications.

Updating Your Information. You are responsible for providing us with a current and valid email address and for keeping your contact information up to date. You can update your information at any time within your account settings.

Hardware and Software Requirements. To access and retain electronic communications, you must have: (a) a device capable of accessing the Internet; (b) a valid email account; (c) current versions of a web browser that supports HTTPS and 256-bit encryption; (d) sufficient storage space to save communications or a printer to print them. By using the Sites, you confirm that you can access, read, and retain electronic communications.

By continuing to use the Sites, you acknowledge and agree that you have read this E-Sign Consent and that you are able to access and retain electronic communications.

36. MISCELLANEOUS

- a. **Governing Law.** These Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. You agree that any disputes, claims, or controversies arising out of or relating to these Terms of Use or your use of the Sites shall be resolved exclusively in the state or federal courts located in Orange County, Florida. You hereby submit to the personal jurisdiction of such courts and waive any objection to venue or the doctrine of forum non conveniens.
- b. **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND CROSSLINK EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITES.
- c. **Time Limit to Bring Claims.** To the maximum extent permitted by law, any claim or cause of action arising out of or relating to the Sites or these Terms must be brought within **one (1) year** after the claim accrues, or it is permanently barred.
- d. **Entire Terms of Use.** These Terms of Use, together with any applicable Supplemental Agreements and CrossLink’s Privacy Policy, each as amended from time to time, constitute the entire agreement between you and CrossLink regarding the subject matter herein and supersede all prior or contemporaneous oral or written agreements, communications, proposals, representations, or understandings not expressly incorporated into these Terms of Use.
- e. **Assignment.** CrossLink may assign these Terms of Use, and may transfer or delegate any of its rights or obligations hereunder, in whole or in part, to any third party, including to any successor-in-interest, without notice to you or your consent. You may not assign these Terms of Use, in whole or in part, for any reason. These Terms of Use are binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.

- f. **Waiver/ Severability.** The failure of CrossLink to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is determined by a court or governmental authority to be invalid, unlawful, or unenforceable, such provision shall be modified to the minimum extent necessary to achieve the intent of the parties, and the remaining provisions shall remain in full force and effect. If a provision cannot be modified, its invalidity shall not affect the validity or enforceability of any other provision.
- g. **Force Majeure.** CrossLink shall not be liable for any failure or delay in the performance of its obligations under these Terms of Use arising from events or circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, labor disputes, pandemics, cyberattacks, supply chain disruptions, or governmental actions. Such failure or delay shall not constitute a breach of these Terms of Use. This section does not excuse any payment obligations or indemnification duties that have already accrued.
- h. **Notice of Material Amendments.** Material amendments to these Terms of Use will be indicated by an updated effective date and through a posted notice on the Sites. Continued use of the Sites after such notice constitutes your acceptance of the amended Terms of Use.

QUESTIONS AND COMMENTS

If you have questions or comments about these Terms of Use, you may contact us at 800.345.4337 or support@crosslinktax.com.

SPECIFIC TERMS FOR PORTAL SITES

Relationship to General Terms. These Portal-specific terms supplement and are incorporated into the CrossLink Family of Companies Website Terms of Use. All general terms, conditions, disclaimers, and limitations of liability contained in the Terms of Use apply equally to the Portal Sites and the Portal Services, except to the extent any Portal-specific provision expressly conflicts, in which case the Portal-specific provision will control.

1. GENERAL

The term “Portal Sites” shall include, but are not limited to:

- https://www.crosslinktax.com/portal22/support_login.aspx
- https://mytaxofficeportal.com/portal22/support_login.aspx
- https://toptax.mytaxofficeportal.com/portal22/support_login.aspx

These specific terms governing use of the Portal Sites set forth the terms and conditions applicable to the Portal Sites through which CrossLink makes certain Portal Services (as defined below) available. The Portal Sites function as a secure repository through which designated Portal Customers (as defined below) may obtain information about, and access to, various applications, agreements, products, services, and software (collectively, the “Portal Services”).

“**Portal Customers**” means any individual or entity that has been granted access by CrossLink to a Portal Site, including any Administrators or Users acting on its behalf.

“**Portal Services**” may include, without limitation:

- a. tools for ordering, accessing, downloading, configuring, managing, reporting on, monitoring, diagnosing, and obtaining training or support for CrossLink Software and related products and services (collectively, the “CrossLink Services”);
- b. tools for viewing, accessing, and managing usage, account, and billing information and statistics related to CrossLink Services;
- c. documentation, specifications, and related materials for CrossLink Services, including, without limitation, application programming interface (“API”) specifications, data, metadata, programming concepts and techniques, flow charts, designs, graphics, images, and other technical materials;
- d. marketing materials, informational content, and articles pertaining to CrossLink Services; and
- e. any other functionality, materials, features, or services that CrossLink makes available now or in the future through the Portal Sites.

2. USE OF PORTAL

Permissible Use. Usage of Portal Services is permitted only for use with the CrossLink Services in the scope of and in accordance with these Terms of Use and such Portal Customer’s valid CrossLink business agreement for CrossLink Services. Use of the Portal Sites for any other purpose is prohibited without the express permission of CrossLink. Portal Customer is solely responsible for obtaining any required IRS-compliant written consents prior to directing CrossLink to transmit Tax Return Information to any third party through the Portal Sites.

The Portal Services and CrossLink Services made available on the Portal Sites may not be accessed, used or distributed by or to any affiliate or third party unless stated otherwise in the applicable CrossLink business agreement. Portal Customer is responsible for ensuring that any use of a Portal Service by such affiliate or third party is in compliance with these Terms of Use and the requirements of such CrossLink business agreement.

Except to the extent otherwise expressly agreed upon in its business agreement with CrossLink, Portal Customer shall be fully responsible for all activity of its Administrators [persons designated by the Portal Customer to control system access to Portal Services by other persons] and other Users [persons designated or given access by the Portal Customer to utilize the Portal Services] in the Portal Sites, and any breach of these Terms of Use by its Administrators and other Users.

Portal Customer hereby represents and warrants that it has all necessary rights, licenses and approvals to provide and manage its content and applications in the Portal Sites, and that its Administrators and Users who access and use the Portal Sites, and undertake any actions within the Portal Sites, have been duly authorized by such Portal Customer, to do so on behalf of such Portal Customer. Any provision of Tax Return Information to CrossLink, or any use, access, transmission,

or disclosure of such information through the Portal Sites, shall occur only as permitted under 26 U.S.C. §7216 and applicable Treasury Regulations.

Portal Customer hereby agrees to notify CrossLink in the event it becomes aware of any violation of these Terms of Use by it, or any of its Administrators or Users.

The restrictions and obligations listed above are not exhaustive. Portal Customer, its Administrators, and its Users shall not engage in any act or omission that CrossLink determines, in its reasonable discretion, (i) violates these Terms of Use or any applicable law, IRS rule, or regulatory requirement; (ii) compromises or may compromise the security, integrity, confidentiality, or availability of the Portal Sites, Portal Services, or any CrossLink system; or (iii) creates or may create risk, liability, or harm to CrossLink, its customers, or any taxpayer. CrossLink may suspend or terminate Portal access, or take any other action it deems appropriate, for any conduct falling within this catch-all provision.

Access. Access to the Portal Sites is granted solely at CrossLink's discretion and may be suspended or terminated at any time, with or without notice, and without liability. CrossLink may temporarily suspend a Portal Customer's access to any part or all of the Portal Sites under any of the following circumstances:

- a. **Security, Fraud, or System Risk.** CrossLink reasonably determines that:
 - There is a threat, attack, or attempted attack on CrossLink's systems, networks, or intellectual property;
 - Portal Customer's use of the Portal Sites disrupts, degrades, or poses a security or operational risk to the Portal Sites or to any other customer, vendor, or system;
 - Portal Customer is using the Portal Sites for fraudulent, unauthorized, or illegal activities; or
 - Portal Customer has submitted false documentation, attempted to bypass security controls, or violated IRS safeguarding requirements, including 26 U.S.C. § 7216, IRS Publication 1075, IRS Publication 3112, or other regulatory guidelines.
- b. **Third-Party Service Disruption.** A vendor, service provider, or third party whose products or services CrossLink relies upon suspends or terminates CrossLink's access to systems or services needed to provide Portal functionality.
- c. **Payment or Account Issues.** Portal Customer fails to make timely payments or otherwise fails to meet its financial obligations to CrossLink.

CrossLink will use commercially reasonable efforts to provide notice of any suspension and, when appropriate, provide updates regarding the resumption of access. To the fullest extent permitted by law, CrossLink shall have no liability for any damages, liabilities, losses (including loss of data, revenue, or profits), or other consequences that Portal Customer may incur as a result of any suspension or termination of access.

Group, Multiple, and Shared Login Credentials to Access the Portal. If Portal Customer maintains multiple, shared, group, or otherwise non-unique usernames, passwords, or other login credentials, Portal Customer acknowledges and agrees that doing so materially increases the risk of, among other things:

- a. unauthorized access—including cross-access by multiple users or unauthorized persons—to personal, confidential, or taxpayer information, despite CrossLink's safeguards;
- b. unauthorized account activity, including unauthorized transactions or changes to account information or login credentials;
- c. reduced ability to detect, investigate, or trace unauthorized access after it occurs;
- d. failure to timely terminate access for users who no longer have authority;
- e. administrative errors arising from the increased complexity of managing shared or similar credentials, particularly where third parties assist in creating or managing such credentials; and
- f. misdelivery, nondelivery, or delays in providing reports, notifications, or taxpayer information.
- g. Portal Customer is responsible for managing and securing any shared, group, or multiple credentials and acknowledges the increased risk associated with such configurations. CrossLink is not responsible for losses arising from Portal Customer's failure to maintain reasonable credential management practices; however, nothing in this section limits CrossLink's responsibility for losses caused by CrossLink's own negligence, failure to implement reasonable safeguards required under applicable law, or violations of 26 U.S.C. §7216.

Accurate and Up-to-Date Information of Portal Customer. Use of the Portal Sites requires Portal Customer to provide CrossLink with complete, accurate, and up-to-date information—both at the time of registration and on an ongoing basis—in response to any requests for information on the Portal Sites. The privacy, security, and safeguarding assurances provided in these Terms of Use or in CrossLink’s Privacy Policy are expressly conditioned upon Portal Customer’s provision and maintenance of accurate contact, identity, and account information, and upon Portal Customer refraining from misrepresenting or obscuring its identity, ownership, or account details in any manner.

Portal Customer acknowledges that providing incomplete, inaccurate, or misleading information may impair CrossLink’s ability to comply with applicable legal, regulatory, IRS, or data-security obligations and may result in suspension or termination of Portal access.

IRS Safeguarding Requirements. Portal Customer acknowledges and agrees that all access to, use of, transmission of, or disclosure of taxpayer information through the Portal Sites is subject to 26 U.S.C. § 7216, its accompanying regulations, IRS Publication 1075, IRS Publication 3112, and all other applicable IRS safeguarding and e-file requirements. Portal Customer shall comply with all such requirements and shall implement and maintain appropriate administrative, technical, and physical safeguards to protect taxpayer information in accordance with applicable federal law.

Portal Customer is solely responsible for managing and monitoring user access, permission levels, credential controls, multi-factor authentication, and device-level security for all Administrators and Users associated with its account.

CrossLink may immediately suspend, restrict, or revoke Portal access—without prior notice—if Portal Customer fails to comply with IRS requirements, if CrossLink is required to do so by law or regulation, or if CrossLink reasonably determines that taxpayer information may be at risk or has been compromised.

3. REFERRAL PROCESS AND DISCLAIMERS

A Portal Customer may request and consent, through the Portal Sites, to have their information, Taxpayer information, or Tax Return Information transmitted or referred to a third-party provider (such as a provider of financial or related products or services, including bank products, refund transfer products, refund advance products, audit protection products, or similar ancillary offerings). Any transmission of “Tax Return Information” will occur only as permitted under 26 U.S.C. §7216 and applicable Treasury Regulations, including when a valid IRS-compliant written consent has been obtained. CrossLink does not initiate or request the transmission, disclosure, or sharing of Tax Return Information to any third-party provider and will act only on explicit instructions from the Portal Customer supported by a valid consent when required.

By submitting a referral request through the Portal Sites, the Portal Customer agrees to any additional terms, disclosures, or processing timelines that appear in the Portal Sites with respect to such referral requests, including any specified number of business days required to process the request.

The Portal Customer understands and agrees that any transaction, application, decision, approval, denial, or relationship concerning any third-party product or service is solely between the Portal Customer and the applicable third-party provider. Eligibility for any third-party product is determined exclusively by the third-party provider in its absolute discretion.

CrossLink will transmit Tax Return Information to third-party providers only upon the Portal Customer’s explicit instruction and, where required, a valid IRS-compliant written consent. CrossLink does not control third-party providers; however, CrossLink will maintain commercially reasonable processes to confirm that such third-party providers represent that they comply with applicable federal and state data-security and privacy requirements. Third-party providers remain solely responsible for their own disclosures, consumer notices, eligibility determinations, and regulatory compliance.