



## TERMS & CONDITIONS

*Effective January 1, 2021*

These Terms and Conditions (“Terms”) apply to [www.hogantaylor.com](http://www.hogantaylor.com), [www.hogantaylor.com/technology](http://www.hogantaylor.com/technology) and any other HoganTaylor or RainRock, LLC d/b/a/HoganTaylor Technology (collectively “HoganTaylor,” “we,” or “us”) Websites (collectively, the “Websites”) on or content accessible via the Websites (including any Website page or separately-formatted content, collectively, “Content”) that either link to these Terms or for which no separate Terms are provided.

Some of the Websites or Content may have their own terms and conditions. By accessing any Website or Content, you agree to be bound by any terms that govern use of each such Website or Content. To the extent that there are no separate terms and conditions provided with respect to a Website or Content, these Terms apply. You agree that all information you provide to register with the Websites, including but not limited to through the use of any interactive features on the Websites or the Content, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Please read these Terms carefully as they contain important information regarding your legal rights, remedies and obligations with respect to your use of the Websites or Content, including but not limited to various limitations and exclusions, and indemnities.

By accessing or using the Websites or Content, or the services available via the Websites (the “Services”), you signify that you have read, understand and agree to be bound by these Terms in all respects with respect to the Websites, Content and Services. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use, and must cease using, the Websites, Content and/or Services.

**INFORMATIONAL PURPOSE ONLY.** The Websites and Content are for informational purposes only. Neither the Websites nor Content constitute professional advice, and neither should be relied upon by you or any third party, including to operate or promote your business, secure financing or capital in any form, obtain any regulatory or governmental approvals, or otherwise be used in connection with procuring services or other benefits from any entity. Before making any decision or taking any action, you should consult with professional advisors.

**REQUIREMENTS TO USE THE WEBSITES AND CONTENT.** If you are an individual, you represent and warrant that you have reached the age of majority in the jurisdiction in which you reside, and that you are in any event at least 18 years old.

If you are using the Websites or Content on behalf of a corporation or other organization, you represent and warrant that you have the ability to agree to these Terms on behalf of such organization and all references to “you” throughout these Terms will include such organization, jointly and severally with you personally.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If any applicable law, rule or regulation prohibits you to access the Websites, you may not access them. If you nevertheless access or use the Websites or Content, you will still be bound to these Terms and shall have all the obligations, responsibilities and liabilities as if you were eligible to do so.

**DOWNLOADING.** You may only download Content that is expressly designated to be downloaded by users. Any unauthorized use, transmission, distribution, reproduction, reverse engineering, modification of any Content, or use thereof for an illegal purpose, is expressly prohibited.

**SUBMISSION OF INFORMATION OR MATERIALS.** You may be required to provide us with information about yourself in order to enjoy certain features of the Websites, such as setting up account(s) or downloading Content. If you choose to provide us with such information, you agree: (i) to provide true, accurate, current and complete information about yourself as prompted by the Websites, and (ii) to maintain and update this information to keep it true, accurate, current and complete. If any information provided by you is untrue, inaccurate, not current or incomplete, we have the right to terminate your account and refuse any and all current or future use of the Websites or Content. Any information you provide to us is subject to our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Websites or Content with your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

We are committed to the safe and confidential treatment of your information, and are required to maintain the confidential treatment of client information in accordance with relevant laws, regulations, and industry professional standards which govern the provision of our services. We recommend that you do not provide us with any unencrypted electronic confidential or proprietary information, and depending on the services provided we may require the use of encryption or other commercially reasonable measures to maintain the confidentiality of your information, including the use of collaboration sites to ensure the safe transfer of data between you and us.

**CHANGES TO AND AVAILABILITY OF THE WEBSITES.** HoganTaylor does not warrant that the Websites or Content are error-free. The information on the Websites may contain technical inaccuracies and/or typographical or other types of errors and may be changed or updated at any time without notice. HoganTaylor may also make improvements and/or changes in the services and/or programs described on the Websites at any time without notice. HoganTaylor will use reasonable efforts to place accurate and up-to-date information on the Websites but makes no warranty of its accuracy, completeness and/or timeliness. You acknowledge that your use of any information available through the Websites is at your own risk. Access to all or parts of any of the Websites may be suspended at any time without notice.

**USER CONTRIBUTIONS.** The Websites and Content may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "Post") content or materials (collectively, "User Contributions") on or through the Websites or Content. All User Contributions must comply with the Content Standards set out in these Terms. Any User Contribution you post to the Websites or to the Content will be considered non-confidential and non-proprietary. By providing any User Contribution on the Websites or on the Content, you grant us and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not HoganTaylor, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Websites or the Content.

**MONITORING.** We may monitor use of the Websites from time to time, but have no obligation to do so. If and when we do monitor your use of one or more of the Websites, we will do so in accordance with applicable law. In addition, we have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Websites, the Content or the public or could create liability for HoganTaylor.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites or Content.
- Terminate or suspend your access to all or part of the Websites or Content for any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Websites or Content. YOU WAIVE AND HOLD HARMLESS HOGANTAYLOR, OUR AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF SUCH MONITORING AND ANY RESULTING INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

**LINKS TO THIRD-PARTY SITES.** The Websites may contain links to websites and other materials made available by third-parties. If you use such functionality, you are directing us to access, route and transmit to you.

Third-party content may be protected by applicable copyrights, trademarks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Websites or these Terms grants you any right, title or interest in or to this content, except for the limited right to use the Websites as set out in these Terms.

Unless specifically stated otherwise, HoganTaylor does not endorse, approve, recommend, or certify any information, product, process, service, or organization presented or mentioned in the Websites, and information from the Websites should not be referenced in any way to imply such approval or endorsement. The availability of any third-party content through the Websites does not imply the endorsement of, or affiliation with, any provider of such Websites. Your use of any third-party content is at your own risk and is subject to any terms, conditions and policies applicable to them (such as terms of service or privacy policies of the providers of the third-party content).

**INTELLECTUAL PROPERTY RIGHTS.** Unless otherwise indicated, the Websites and Content, and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by HoganTaylor, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms permit you to use the Websites and Content for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Websites (including Content), except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Websites or Content for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Websites or Content.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Websites or Content.

You must not access or use for any commercial purposes any part of the Websites or Content or any services or materials available through the Websites.

If you wish to make any use of material on the Websites, or Content, other than that set out in this section, please address your request to [policy@hogantaylor.com](mailto:policy@hogantaylor.com).

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Websites or Content in breach of these Terms, your right to use the Websites and the Content will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Websites or Content is transferred to you, and all rights not expressly granted are reserved by HoganTaylor. Any use of the Websites or Content not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

**TRADEMARKS.** All information and material including images and text on this Website or the Mobile Apps are the property of (or under licensed use by) the Company and are subject to copyright protections. You must not use such marks without the prior written permission of HoganTaylor. All other names, logos, product and service names, designs and slogans on the Websites and Content are the trademarks of their respective owners.

**COPYRIGHT INFRINGEMENT.** If you believe that any User Contributions violate your copyright, please notify us at [email]. It is our policy to terminate the user accounts of repeat infringers.

**LINKING TO THE WEBSITES.** You may link to the Websites provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part.

- Any such link may not involve: unauthorized use of our logo;

*Terms & Conditions*

*Effective January 1, 2021*

- any false claim (actual or implied) of endorsement by, or other relationship with HoganTaylor;
- framing or embedding of any pages of our Websites; or
- other infringement of our trademarks, copyright and/or other intellectual property rights

HoganTaylor does not bear any responsibility whatsoever for the content, accuracy or security of any websites that are linked (by way of hyperlink or otherwise) to the Websites. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

This Websites may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on the Websites.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or the Mobile Apps, or portions of either, to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website or the Mobile Apps that is inconsistent with any other provision of these Terms.

Certain links on the Websites lead to servers maintained by individuals or organizations over which HoganTaylor has no control. HoganTaylor makes no representations or warranties regarding the accuracy or any other aspect of the information located on such servers. A link to a third-party's website should not be construed as an endorsement by either HoganTaylor or that third-party of the other or its products and services. We accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Websites or Content, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

**OTHER ONLINE SERVICES.** HoganTaylor may from time to time offer a variety of other online services and products through one or more of the Websites; however, such services will be subject to their own terms and conditions. These Terms are intended to govern use of the Websites and not other services that may be provided or made available by or through HoganTaylor.

**CONTENT STANDARDS.** These content standards (“Content Standards”) apply to any and all User Contributions and use of the Websites and Content. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms or our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

**PROHIBITED ACTIONS.** You may not do any of the following on, through or in any way in connection with the Websites:

- Upload, post, transmit or submit any information or material that (i) contains software viruses, worms, code, files, or programs designed to interrupt, deny service, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) is defamatory, libelous, obscene, indecent, pornographic, abusive, threatening to others, intimidating, hateful, racially or ethnically objectionable or constitutes stalking; (iii) infringes the patent, copyright, trademark, trade secret, right of publicity, right to privacy, or other intellectual property right of any third party; (iv) violates any state, federal, or international law; (v) constitutes bulk or unsolicited commercial email – i.e. spam; (vi) constitutes phishing; or (vii) constitutes a BOT or spider.
- Harm minors in any way.
- Interfere with or disrupt the Websites or the services provided by the Websites.

- Impersonate any person or entity or otherwise misrepresents your affiliation with a person or entity.
- Violate or infringe any of our trademark, copyright, proprietary, or intellectual property rights.
- Violate or breach any provision of these Terms.
- Copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or software used in connection with the Websites or obtain unauthorized access to the Websites.
- Use any content or other information to, in whole or in part, create a likelihood of confusion, to misrepresent any fact, or to deceive others in any form or by any means.
- Copy, modify, reuse, rent, lease, distribute, republish, retransmit, sell, lend, assign or transfer any the Websites.
- Access any Websites by any means other than through the interface provided by us.
- Remove any copyright notice, trademark notice or other proprietary notice from any content you download or otherwise receive from or through any Websites.
- Misappropriate the funds, property or data of any person.
- Hack or crack in an attempt to gain unauthorized access to the Websites or any data, content, or other information on or accessible through any Websites.
- Grant access to any third-party to access or use any Websites or Content on your behalf, even as an agent, without the written consent of HoganTaylor.

**NO ADVICE.** The information provided on the Websites, including without limitation all newsletters, podcasts, papers, articles, and other Content downloaded or accessed by you, is for general guidance and to offer you general information on particular subjects of interest. The Websites or the Content may contain forward-looking information, which information is subject to risks and uncertainties, including risks detailed in the registration statements of any publicly-traded companies discussed or other disclosure documents filed with the Securities and Exchange Commission or otherwise available to investors. No assurance can be given that any actual results will not differ materially from those contained in such forward-looking statements. No materials presented within the Website or the Content should be regarded as investment advice or any form of investment recommendation. Data and information is provided on this Site, the Mobile Apps and the Content for informational purposes only, and is not intended for investment purposes. No information on the Website or the Content is intended to constitute legal, accounting, tax, marketing, or other professional advice or services.

**PRIVACY.** The terms of the HoganTaylor Privacy Policy are hereby incorporated as part of these Terms.

**ENFORCEABILITY.** Your use of the Websites and Content and features accessed through them, constitutes your agreement to these Terms; such agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement.

**INTERPRETATION.** In these Terms, (i) the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of these Terms, (ii) the word “including”, the word “includes” and the phrase “such

*Terms & Conditions*

*Effective January 1, 2021*



as”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word “or” between two or more listed matters does not imply an exclusive relationship between the matters being connected, and (iii) all references to Websites or URLs will also include any successor or replacement Websites containing substantially similar information as the referenced Websites(s).

**RELATIONSHIP.** You agree that accessing the Websites, or downloading or use of the Content, does not establish an advisor/client relationship between you and HoganTaylor or its employees. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites or user of the Content, or by anyone who may be informed of any of their contents. The Websites and Content may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by HoganTaylor, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of HoganTaylor. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**CHANGES.** HoganTaylor reserves the right to update these Terms at any time without notice to you. Such modifications shall become effective immediately upon the posting thereof. You must review these Terms on a regular basis to keep yourself apprised of any changes. The most current version of these Terms can be found on the Websites.

**GEOGRAPHIC RESTRICTIONS.** HoganTaylor is based in the state of Oklahoma in the United States. We make no claims that the Websites or Content is accessible or appropriate outside of the United States. Access to the Websites or Content may not be legal by certain persons or in certain countries. If you access the Websites or Content from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**DISCLAIMER OF WARRANTIES.** You understand that we cannot and do not guarantee or warrant that the Websites or Content will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITES, CONTENT OR ANY SERVICES, OR ON ANY WEBSITE LINKED TO THEM. YOUR USE OF THE WEBSITES, CONTENT AND ANY SERVICES IS AT YOUR OWN RISK. THE WEBSITES, CONTENT AND ANY SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER HOGANTAYLOR NOR ANY PERSON

*Terms & Conditions*

*Effective January 1, 2021*

ASSOCIATED WITH HOGANTAYLOR MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITES OR CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER HOGANTAYLOR NOR ANYONE ASSOCIATED WITH HOGANTAYLOR REPRESENTS OR WARRANTS THAT THE WEBSITES, CONTENT OR ANY SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITES OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITES, CONTENT OR ANY SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. HOGANTAYLOR HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**LIMITATION ON LIABILITY.** IN NO EVENT WILL HOGANTAYLOR, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, CONTENT OR SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**INDEMNIFICATION.** You agree to defend, indemnify and hold harmless HoganTaylor, our affiliates, licensors and service providers, and our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Websites, Content or Services, including, but not limited to, your User Contributions, any use of the Website's or the Mobile Apps' content, services and products other than as expressly authorized in these Terms or your use of any information obtained from the Website or the Mobile Apps.

**GOVERNING LAW AND JURISDICTION.** All matters relating to the Website, the Mobile Apps and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms, the Websites or Content shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oklahoma in each case located in the City of Tulsa and

*Terms & Conditions*

*Effective January 1, 2021*

County of Tulsa. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

**WAIVER AND SEVERABILITY.** No waiver by HoganTaylor of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of HoganTaylor to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

**ENTIRE AGREEMENT.** These Terms and our Privacy Policy, together with any applicable engagement document, constitute the sole and entire agreement between you and HoganTaylor with respect to the Websites and Content and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites and Content.

**TERMINATION.** You agree that HoganTaylor may, at its sole discretion, deny you access to the Websites or the Content and disable any username and password associated with you for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services or Content offered under the Websites (or any part thereof) with or without notice. You agree that neither HoganTaylor nor our affiliates or subsidiaries, nor our/their respective directors, officers, employees, agents, successors or assigns shall be liable to you or to any third party for any modification, suspension or discontinuance of the Services or Content offered under the Websites.

## **TERMS AND CONDITIONS APPLICABLE TO ALL HOGANTAYLOR SERVICES**

**PRIMEGLOBAL ASSOCIATION.** HoganTaylor LLP is a member of PrimeGlobal, a global association of independent accounting firms. No PrimeGlobal member firm is an agent or partner of the Association or of any other member firm. No PrimeGlobal member firm has the authority to enter any legal obligations on behalf of the Association or any other member firm. If HoganTaylor LLP introduces you to another PrimeGlobal member firm, HoganTaylor LLP specifically denies any liability for any work performed by that firm. You should make your own contractual arrangements with that firm for work performed by that firm. The fact that you may have been introduced to us by another PrimeGlobal member firm does not make that firm, its partners or its employees responsible for any of our acts or omissions. HoganTaylor LLP is not the agent or partner of PrimeGlobal or any other member firm, and does not have the authority to enter into legal obligations on behalf of either the Association or any other member firm thereof. You agree that (i) subject to the terms of your agreement with HoganTaylor LLP, HoganTaylor LLP has liability for any work performed under this engagement and (ii) neither PrimeGlobal nor any other member of PrimeGlobal has liability for such work, and you further undertake not to make any claim or bring any proceedings against either PrimeGlobal or any other member of PrimeGlobal in relation to work covered by this engagement.

*Terms & Conditions*

*Effective January 1, 2021*

**ELECTRONIC SIGNATURES AND COMMUNICATIONS.** Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, “electronic signature” includes, but is not limited to, (i) a scanned copy (as a “pdf” (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. You understand and agree that any communications regarding the Services may be provided by electronic means, including without limitation: agreements with us, including any amendments, modifications or supplements to them; any records of transactions through the service, including without limitation account and other financial statements and confirmations of individual transactions; any initial, periodic or other disclosures or notices provided in connection with the Services; and any other communication related to your engagement with the Firm (collectively, “Communications”); those required by federal or state law; any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Services; any invoices or requests for payment related to the Services, whether from us or other providers we may engage on your behalf; and any news, alerts, or other information from us or one of our affiliates (i) related to the Services we are providing to you or (ii) that we deem may be of interest to you (collectively, “Updates”) and which you hereby consent to receive until you withdraw such consent as described in our Privacy Policy. Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All agreements and Communications in either electronic or paper format will be considered to be “in writing.” Any agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or “printouts,” of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form.