



TAXTAKER, INC.
TERMS OF USE AGREEMENT

Effective Date: November 9, 2018

The TaxTaker.Com website and its associated services and content (collectively “Website”) is owned and operated by TaxTaker, Inc. (“TaxTaker”, “we”, “us”, “our”). TaxTaker has adopted this Terms of Use Agreement (“Agreement”) to inform you of your rights and duties when using the Website. If you do not agree with the terms and conditions of this Agreement, you are expressly prohibited from using the Website and must discontinue your use immediately.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING, PAYING, OR USING THE WEBSITE AND ASSOCIATED SERVICES. BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

TAXTAKER MAY, FROM TIME TO TIME, AND RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO MODIFY, LIMIT, CHANGE, DISCONTINUE, OR REPLACE THE WEBSITE OR THIS AGREEMENT. IN THE EVENT TAXTAKER MODIFIES, LIMITS, CHANGES, OR REPLACES THE WEBSITE OR THIS AGREEMENT, YOUR USE OF THE WEBSITE AFTER SAID MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT.

About The Site

TaxTaker is a team of CPAs, engineers, tax attorneys, strategists, and advocates that specialize in automating specialty tax services, including Research and Development (“R&D”) tax credit services, through their proprietary software, to help accountants and their clients map out their tax credit opportunities to create personalized tax credit programs.

Warranties and Representations

You warrant and agree that you have the right and legal capacity to enter into this Agreement and to adhere to its terms and conditions. You warrant that you are a human individual that is eighteen (18) years of age or older. If you are under eighteen (18) years of age but at least thirteen (13) years of age, you must present this Agreement to your parent or legal guardian for their review. You warrant that you are not prohibited from assenting to this Agreement by any preexisting Agreement.

You warrant and represent that any and all information that you provide to TaxTaker and the Website is accurate and valid. You agree to comply in good faith with the terms of this Agreement.

You will not use the Website in any way that violates the rights of third parties, and you agree to comply with any and all applicable local, national, state, provincial, and international laws,

treaties, and regulations. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Website. The Website is operated in the United States and TaxTaker makes no representation that its Website or services or products are appropriate, lawful, or available for use in other locations.

Ownership of Website and License

Excluding your content, you acknowledge and agree that TaxTaker is the owner of, or has rights in and to, the Website and its associated content, including but not limited to all intellectual property rights inherent therein. The Website is protected by all applicable laws, intellectual property or otherwise, and you are expressly prohibited from using the Website for any purposes not explicitly stated in this Agreement. Specifically, and except where otherwise allowed under this Agreement, you are prohibited from framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the Website, whether in whole or in part, without the prior written consent of TaxTaker.

TaxTaker hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable license to use the Website for its customary and intended purposes. Violation of the terms of this Agreement or use of the Website for a use outside of its customary and intended purposes, such as, but not limited to downloading (other than page caching) or modifying the Website or any portion of it will result in the termination of this license. Absent prior written permission from TaxTaker, you are not permitted to reproduce, prepare derivative works, distribute copies, perform, display, or use for commercial purposes the Website or its content. This license is revocable at any time, and any rights not expressly granted herein are reserved to TaxTaker.

Intellectual Property

All trademarks (common law or registered) and copyrights (common law or registered) displayed on this Website are the property of their respective owners. Specially, all TaxTaker marks are the property of TaxTaker, including, but not limited to TAXTAKER, RADTAKER, and all TaxTaker logos. The Website, including its look and feel, color selections, layout, and arrangement, is the trade dress of TaxTaker. You are prohibited from using TaxTaker's trademarks, service marks, and trade dress, or any colorable imitation thereof, to indicate the source of, sponsorship of, approval of, affiliation with, connection with, or association with your goods or services without the prior written consent of TaxTaker.

Account Registration; Payment; Termination

Use of the Website is free. To create an account on the Website, Clients must pay to register an account and create a user profile. When creating an account, you are agreeing to receive email notifications from TaxTaker. The email notifications from TaxTaker contain an unsubscribe feature that allows you to "opt out" from future notifications. Please see the Website's Privacy Policy, which is incorporated into this Agreement by reference, regarding the collection and use of this and other information about you. Your information will be used consistent with the

Privacy Policy. TaxTaker does not endorse you or discriminate based upon any information provided by you or made available on your profile.

You have a duty to ensure that the information provided through your account is truthful, current, complete, and accurate. You understand and agree that you have an ongoing duty to update and keep current the information provided through your account if and when that information changes. You are expressly prohibited from creating an account that impersonates another person, contains offensive or obscene language, or otherwise violates the rights of a third party. You expressly agree that you will not use your account to interfere with or disrupt a third party's enjoyment and use of the Website. TaxTaker reserves the right to restrict access to, monitor, suspend, disable, or delete accounts at any time, in its sole discretion, and without prior warning.

You agree to keep your account secure from unauthorized access. You will log in using your e-mail/username and account password. You should not to reveal your password to others. You agree that you alone are responsible for your account. You accept full responsibility for any and all use of your account, whether authorized or unauthorized. In the case of unauthorized access to your account, you agree to contact TaxTaker immediately. You agree to hold harmless and indemnify TaxTaker for any damages that arise out of or in relationship to the use of your Account.

If you cancel your account, TaxTaker is under no obligation to preserve your data for any length of time and will not be responsible for any loss of data. TaxTaker is under no obligation to provide you with the data associated with your account and/or user profile after cancellation of your account, except as otherwise provided in the Privacy Policy. TaxTaker recommends that you maintain your own backup of account and user profile data.

TaxTaker has a **no refund policy**. Any payments made to TaxTaker are non-refundable.

Prohibited Uses

You expressly agree that you will not use the Website to violate any law, statute, ordinance, regulation, or treaty, to violate the rights of third parties, or for a use outside of the customary and intended purposes of the Website.

Specifically, you are prohibited from:

- Posting or transmitting content that:
- Infringes upon the intellectual property rights of others;
- Threatens or encourages bodily harm and/or destruction of property or that is offensive, defamatory, derogatory, pornographic or obscene;
- Promotes hate, violence, harassment, stalking, discrimination, terrorism, or intolerance of any kind based upon race, ethnicity, religion, sexual orientation, or disability;
- Incites any illegal activity or unlawful sexual solicitation;
- Relates to weaponry, controlled substances, gambling, or debt collection;

- Raises support or defense of anyone alleged to be involved in criminal activity;
- Impersonates another or is fraudulent, inaccurate, or misleading;
- Constitutes an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter;
- Intends to collect personal or personally identifiable information from others;
- Violates any term or condition of this Agreement;
- Using a robot, spider, scraper, or other automated technology to access the Website;
- Imposing a disproportionate load on the Website or its server infrastructure or otherwise attempting to interfere with the operation of the Website;
- Attempting to gain access to the private data or personal information of a Website user or third party;
- Circumventing TaxTaker's technological and physical security measures;
- Suggesting an affiliation with or endorsement by TaxTaker.

If you encounter content or witness behavior that you believe is inappropriate and violates this Agreement, you may report it to TaxTaker by sending an email to info@TaxTaker.com.

Mobile Devices

The Website is fully accessible via a mobile device. To the extent you access the Website through a mobile device, your wireless carrier's standard charges, rates, and fees may apply. TaxTaker is not responsible for any fees or errors that occur while accessing the Website via mobile device.

Section 230 of Communications Decency Act

You acknowledge and agree that TaxTaker is an interactive computer service provider under Section 230 of the Communications Decency Act. Though TaxTaker may edit, remove, or control the content displayed through the Website, you agree that TaxTaker will not be considered an information content provider and will not be held liable for the republication of defamatory or tortious content created by third parties, whether through the Website or otherwise.

Third Party Links

You understand that the Website may contain links to third party websites, applications, or services that TaxTaker does not own or control. You agree that TaxTaker will not be held responsible or liable for the content of third party websites, applications, or services and that TaxTaker's inclusion of those websites, applications, or services within its Website does not constitute TaxTaker's endorsement of, recommendation of, or affiliation with any of those websites, applications, or services.

No Endorsement

TaxTaker does not endorse or recommend any commercial product, process, or service. The views and opinions expressed on this Website do not necessarily state or reflect those of TaxTaker and are not intended to be used for advertising or product endorsement purposes.

Term and Termination

This Agreement will remain in full force and effect so long as the Website is in operation. TaxTaker may terminate this Agreement without liability at any time, without notice, and for any reason, including but not limited to for your violation of a term or condition of this Agreement.

Disclaimer of Warranties

TAXTAKER DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR PRODUCTS AND/OR SERVICES PURCHASED THROUGH THE WEBSITE. TAXTAKER PROVIDES THE WEBSITE AND THE SERVICES AND PRODUCTS PROVIDED THROUGH THE WEBSITE ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY.

TAXTAKER WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY CONTENT POSTED ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY ADVICE OR MARKETING PROVIDED BY ANY THIRD PARTY, ANY THIRD PARTY LINKS POSTED ON THE WEBSITE, OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE. TAXTAKER IS AN R&D TAX CREDIT SERVICE

PROVIDER AND DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DESTRUCTION OF IDENTITY, UNAUTHORIZED ACCESS TO AN ACCOUNT, OR ALTERATION THEREOF. TAXTAKER RESERVES THE RIGHT TO DISCONTINUE THE WEBSITE AT ANY TIME.

TAXTAKER WILL NOT BE HELD LIABLE FOR NETWORK, INTERNET, COMPUTER, HARDWARE, OR SOFTWARE PROGRAM MALFUNCTIONS, FAILURE, DELAYS, OR DIFFICULTIES WITH THE WEBSITE AT ANY TIME.

Limitation of Liability

TAXTAKER WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THE WEBSITE, YOUR USE OF PRODUCTS AND/OR SERVICES OFFERED THROUGH THE WEBSITE, OR IRS AUDIT RELATED TO USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT THE MAXIMUM AMOUNT THAT TAXTAKER CAN BE HELD LIABLE TO YOU UNDER ANY CIRCUMSTANCE IS THE AMOUNT THAT YOU PAID, IF ANY, FOR PRODUCTS AND/OR SERVICES THROUGH THE WEBSITE, AND IN NO CASE WILL THAT AMOUNT EXCEED \$100. IF NO AMOUNT IS PAID BY YOU TO TAXTAKER, YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.

TAXTAKER IS NOT PROVIDING, NOR DOES WEBSITE CONSTITUTE, TAX ADVICE, BUT RATHER TAXTAKER PROVIDES SERVICES RELATED TO ACQUIRING U.S. FEDERAL AND OR STATE TAX CREDITS, INCLUDING R&D TAX CREDITS, BASED UPON INFORMATION AND DATA PROVIDED BY YOU. IN THE EVENT OF AN IRS AUDIT, YOU ARE SOLELY RESPONSIBLE AND TAXTAKER IS NOT LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY PENALTIES, RELATED THERETO.

THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. TAXTAKER IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW.

Indemnification

You agree to hold harmless, indemnify, and defend TaxTaker, its officers, employees, agents, successors, and assigns, from and against any and all claims, demands, losses, damages, rights, and actions of any kind, including, but not limited to, property damage, infringement, personal injury, and death, that either directly or indirectly arise out of or are related to your use of the Website, your use or provision of any services through the Website, your reliance upon advice provided through the Website, your submission of User Generated Content to the Website, your violation of any term or condition of this Agreement, your violation of any applicable law, statute, ordinance, regulation, or treaty, whether local, state, national, or international, or your violation of the rights of a third party.

Your obligation to defend TaxTaker under the terms of this Agreement will not provide you with the right to control TaxTaker's defense, and TaxTaker reserves the right to control its defense and choose its counsel regardless of your contractual requirement to indemnify TaxTaker.

No Assignment

You acknowledge and agree that you are prohibited from assigning your rights and obligations under this Agreement. TaxTaker may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the Website.

Governing Law, Jurisdiction, Venue

This Agreement will be interpreted, governed, construed, and enforce in accordance with the laws of the United States of American and the State of Texas without giving effect to any conflicts of laws principles. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Travis County, Texas, with venue proper in Austin, Texas.

Binding Arbitration

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL DISPUTES, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS ENFORCEMENT OR INTERPRETATION, OR BECAUSE OF AN ALLEGED BREACH, DEFAULT, OR MISREPRESENTATION IN CONNECTION WITH ANY OF ITS PROVISIONS, SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN TRAVIS COUNTY, TEXAS IN ACCORDANCE WITH THE AAA RULES FOR COMMERCIAL ARBITRATIONS ("AAA RULES"). THE ARBITRATOR SHALL BE SELECTED BY MUTUAL AGREEMENT OF THE PARTIES; IF NONE, THEN BY STRIKING FROM A LIST PROVIDED BY AAA AND SUBJECT TO THE AAA RULES. ARBITRATION SHALL RESULT IN A WRITTEN DECISION SETTING FORTH THE ESSENTIAL FINDINGS AND CONCLUSIONS, WHICH SHALL BE FINAL AND BINDING UPON THE PARTIES AND SHALL BE THE EXCLUSIVE REMEDY FOR ALL ARBITRABLE CLAIMS. THE ARBITRATOR SHALL HAVE ONLY SUCH AUTHORITY TO AWARD EQUITABLE RELIEF, DAMAGES, COSTS, AND FEES AS A COURT WOULD HAVE FOR THE PARTICULAR CLAIM(S) ASSERTED. THE PARTY PREVAILING IN ANY SUCH ARBITRATION SHALL BE ENTITLED, IN ADDITION TO ALL OTHER RELIEF, TO REASONABLE ATTORNEYS' FEES RELATING TO SUCH ARBITRATION. THE NON-PREVAILING PARTY SHALL BE RESPONSIBLE FOR ALL COSTS OF THE ARBITRATION, INCLUDING BUT NOT LIMITED TO, THE ARBITRATION FEES, COURT REPORTER FEES, ETC.

Severability

If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired and will continue in full force and effect.

Integration

TaxTaker hereby incorporates its [Privacy Policy](#) into this Agreement. This Agreement and its incorporated Privacy Policy and Copyright Policy constitutes the entire agreement between the parties with respect to the use of the Website and its associated services and products. You acknowledge and agree that any additional provisions that may appear in any communication from you will not bind TaxTaker.

No Waiver

You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

Child Online Privacy Protection Act

The Website is not directed to persons under the age of eighteen (18) and TaxTaker will not knowingly collect personally identifiable information from children under the age of eighteen (18). If TaxTaker inadvertently collects such personally identifiable information, TaxTaker will delete the personally identifiable information in accordance with its security protocols.

Limitation on Actions

TAXTAKER AND YOU BOTH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE OR ANY SERVICES PURCHASED THROUGH THE WEBSITE MUST COMMENCE

WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST TAXTAKER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

Reservation of Rights

All rights not expressly granted herein are reserved to TaxTaker.

Notice

Any notice required by this Agreement must be in writing, and must be mailed to:

TaxTaker, Inc.
1401 Lavaca Street, #511645
Austin, Texas 78701
United States

With a copy via e-mail to: info@taxtaker.com

This Agreement is enforced by the Internet lawyers of [Traverse Legal, PLC.](#)