



## **Tax-Aid Terms of Use Policy**

This terms of use agreement, INCLUDING THE BINDING ARBITRATION PROVISION CONTAINED IN SECTION 14 (collectively, this "Agreement") is a contract between you and Tax-Aid, Inc. ("Tax-Aid", "us" or "we"), and you should carefully read this Agreement before further using Tax-Aid's website at [www.tax-aid.org](http://www.tax-aid.org) (the "Website"). Tax-Aid allows you to access the Website on the condition that you abide by all of the terms and conditions contained in this Agreement. By accessing or using the Website, you are agreeing to be bound by the terms and conditions contained in this Agreement. If you are using the Website on behalf of a company or an organization, such company or organization will also be considered a party to this Agreement.

YOU CANNOT USE THE WEBSITE IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS THE WEBSITE, ANY SERVICES, DATA OR INFORMATION PROVIDED ON OR THROUGH THE WEBSITE.

Tax-Aid may alter, modify, suspend or discontinue the Website at any time, in whole or in part, and without notifying you. Your use of the Website is also subject to any additional notices that appear throughout the Website. All such additional notices, including any additional rules or guidelines are incorporated by reference into this Agreement.

Tax-Aid may also change, update, add or remove provisions (collectively, "modifications") from this Agreement from time to time by posting updates to this Agreement on the Website. Continued use of the Website indicates that you acknowledge and agree to be bound by this Agreement and, if applicable, any modifications. If you object to any terms or modifications, your sole recourse shall be to cease using the Website.

### **1. Privacy**

Tax-Aid is committed to protecting the personal and confidential information of those who use the Website. You can view Tax-Aid's entire privacy policy by clicking [here](#). Tax-Aid may modify its privacy policy at any time, in whole or in part, by posting a revised privacy policy to this Website.

### **2. User Responsibilities**

You are responsible for your use of (i) your internet browser, (ii) the Website, and (iii) any information provided on the Website. Tax-Aid is not responsible for the deletion of data or the timeliness of any offered information or service.



### **3. Your Account**

There may be portions of the Website that require you to enter your personal information. Tax-Aid may, in its sole discretion, delete your information, or any part thereof, and terminate your use of the Website at any time and for any or no reason. Tax-Aid will not be liable to you or any third party for any termination of your access to the Website. If your status as a user of the Website is terminated, you will (i) stop using the Website and any data, information, text, photos, audio or video (collectively, "Content") obtained from the Website, and (ii) destroy all copies of any Content obtained from the Website.

You agree that any information you provide to us through the Website 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 if Tax-Aid has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Tax-Aid has the right, without limitation, to suspend or terminate your use of the Website and any Content obtained from the Website.

### **4. Confidential Information**

You agree that you will not disclose any of Tax-Aid's Content obtained through the Website to any person or entity, other than as necessary to use Tax-Aid's services or information. Further, you will not direct a third party to use any such Content, except as necessary in connection with the services or information. You shall use a reasonable degree of care in safeguarding the Content obtained through the Website.

### **5. Use and License**

Tax-Aid provides information, products and services for tax preparation for your personal, non-commercial use. Subject to your full compliance with this Agreement, Tax-Aid grants you the non-exclusive, non-transferable, revocable right to access and use the Website for your personal, non-commercial use. You may not reproduce, duplicate, copy, sell, rent, resell or exploit for any commercial purposes (i) any portion of the Website, including any Content; or (ii) any use of or access to the Website. Further, you may not direct any other person to do any of the foregoing. You agree not to access, or attempt to access, password protected, secure or non-public areas of the Website without Tax-Aid's prior written permission.

### **6. No Unlawful or Prohibited Use**

You must be at least 18 years old and have the legal capacity to enter into contracts to use the Website. As a condition to use the Website, you warrant to Tax-Aid that you will



not use the Website for any purpose that is against the law or prohibited by the terms of this Agreement. If you violate the terms of this Agreement, your permission to use the Website automatically ends.

You may not, without Tax-Aid's prior written permission, use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or Content found on the Website or accessed through the Website. You may not republish Tax-Aid's Content or any other content from the Website onto another website or use in-line or other linking to display Tax-Aid's Content or any other content without Tax-Aid's permission. You may not introduce viruses, spyware or other malicious code to the Website.

## **7. Links to Third Party Sites**

The Website may contain hyperlinks to websites operated by parties other than Tax-Aid. Such hyperlinks are provided only as a reference. Tax-Aid does not control such websites and is not responsible for their content. Any post containing a hyperlink does not mean that Tax-Aid endorses the content on such websites or that Tax-Aid associates with the other websites' operators. Your access to and use of such websites, including data, information, material, products and services on such websites, is solely at your own risk. Our privacy policy is applicable only to the Website, and you should read any other hyperlinked website's privacy policy before disclosing any personal information on such site. If Tax-Aid offers its Content on or through third party sites (whether by linking, framing or otherwise), your use or display of that Content shall be subject to this Agreement.

## **8. Transactions with Third Parties**

Your correspondence or business dealings with, or participation in promotions of, advertisers or other third parties found on or throughout the Website, including without limitation, the donation or other payment services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties. You agree that Tax-Aid is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused, as a result of any such dealings or as the result of such third parties on the Website.

## **9. Links to Tax-Aid's Website**

Provided that you are in compliance with this Agreement, we hereby grant you a personal, limited, non-exclusive, non-transferable, revocable license to create a hyperlink to the home page of the Website so long as (i) the link or your linking website does not portray us or any of Tax-Aid's services or information in a false, misleading,



derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; and (iii) your website has, maintains and follows a privacy policy no less protective of user data than Tax-Aid's privacy policy. You may not use any of Tax-Aid's logos or other proprietary graphics or trademarks as part of the link without Tax-Aid's prior written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove such hyperlink. You may not link to any page other than the home page of the Website. Any link to Tax-Aid's Website should be a full forward link that passes the client browser to Tax-Aid's home page without barriers. The "back" button should return the visitor to the original site if the visitor wishes to back out.

## **10. Creative Submissions/Communications**

Tax-Aid may offer the opportunity to contribute your ideas, feedback, questions, comments or other communications to the Website (collectively, "Submissions") through message boards, blogs, e-mail and other features of the Website (collectively, "User Areas") that may be offered from time to time and may be operated by us or by a third party on Tax-Aid's behalf. You shall not (nor cause any third party to) use the Website or data or information provided through the Website to (i) perform any illegal activities, including, harassing, stalking, threatening, defaming, abusing or otherwise violating the rights, such as rights of privacy, of others, or (ii) perform immoral activities or any of the following types of activities, without limitation:

- a. Disseminating obscene, pornographic, profane, harmful, libelous, vulgar or otherwise objectionable material;
- b. Containing nudity or violence;
- c. Promoting racism, prejudice, bigotry, hatred, harassment or physical harm of any kind against any individual or group;
- d. Promoting illegal activity or any criminal enterprise or providing instructional information about illegal activities;
- e. Attempting to influence the decisions of government;
- f. 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 Website or accessed through the Website;
- g. Transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- h. 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, hardware or telecommunications equipment;



- i. Impersonating anyone or any entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- j. Advertising or posting any commercial content;
- k. Interfering with or disrupting the Website; or
- l. Collecting or storing personal data about other users.

The User Areas are not the appropriate channel to express concerns or specific customer support issues. Such concerns and issues should be addressed to [admin@tax-aid.org](mailto:admin@tax-aid.org).

You agree that you assume all risks associated with any Submissions, including without limitation, any risks related to the accuracy, completeness or usefulness of any Submissions. Tax-Aid assumes no responsibility for the Submissions or for the use of any User Areas. You agree to abide by all applicable local, state and federal laws and regulations and you are solely responsible for all of your own acts or omissions that occur, including without limitation, any Submissions that you create or upload.

You acknowledge that Tax-Aid does not endorse any Submissions and such user content should not be considered to have been reviewed, screened or approved by Tax-Aid. You should exercise discretion before relying on any information contained in any User Areas.

Tax-Aid may, in its sole discretion, remove any Submissions from the Website or User Areas at any time and for any or no reason. Tax-Aid will not be liable to you or any third party for any deletion of any Submission on the Website.

You acknowledge that we may preserve and disclose any Submissions if required to do so by law or we believe, in good faith, that such preservation or disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce this Agreement, (iii) respond to a claim that a Submission violates any third party's rights, or (iv) protect the rights, property or personal safety of Tax-Aid, any users of the Website, and the public.

## **11. Warranty Disclaimer; Limitation of Liability**

THE WEBSITE AND ALL RELATED CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TAX-AID DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL TAX-AID OR ANY OF ITS DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO YOU FOR ANY DAMAGES THAT RESULT FROM YOUR ACCESS TO, USE OF, OR INABILITY TO USE, THE WEBSITE, INCLUDING WITHOUT LIMITATION FOR ANY PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE



LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

## **12. Intellectual Property**

All Content on the Website, including without limitation, any text, graphics, infographics, logos, icons, images, audio, video, trade names, trademarks, service marks, trade dress, digital downloads, data compilations, software, and the compilation of any of the foregoing, is Tax-Aid's property or the property of its licensors and is protected by United States and international patent, copyright, and trademark laws. The display and availability of the Content on the Website does not create or convey any license or other rights to the Content other than by Tax-Aid as expressly set forth in this Agreement. Any unauthorized copying, redistribution, reproduction, publication, reverse engineering or modification of Tax-Aid's Content by any person without Tax-Aid's prior written authorization is strictly prohibited and may be a violation of federal or common law, trademark, patent and copyright laws and may subject such violator to legal action. The use of any of Tax-Aid's Content on any other website or networked computer environment is similarly prohibited. Requests for permission to use, reproduce or distribute Content found on the Website can be made by contacting Tax-Aid in writing. You are also strictly prohibited from creating works or materials that derive from or are based on Tax-Aid's Content or other materials contained on the Website, 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.

## **13. Feedback**

Tax-Aid is free to use any comments, information, ideas, concepts, reviews, feedback, techniques or any other material contained in any communication you may send to us worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Website.

## **14. Dispute Resolution and Arbitration; Class Action Waiver**

Please read this provision carefully. It affects your legal rights.

You and we agree that any dispute, claim, or controversy between you and us arising in connection with or relating in any way to this Agreement will be determined by





mandatory binding individual (not class) arbitration. You and we further agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope or validity of this provision or to the arbitrability of any claim or counterclaim. Arbitration is more informal than a lawsuit in court. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. There may be more limited discovery than in court. The arbitrator must follow this Agreement and can award the same damages and relief as a court (including attorney fees), except that the arbitrator may not award any relief, including declaratory or injunctive relief, benefiting anyone but the parties to the arbitration.

You and we both agree that nothing in this arbitration provision ("Arbitration Provision") will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to (i) bring an individual action in a U.S. small claims court, or (ii) bring an individual action seeking only temporary or preliminary individualized injunctive relief in a court of law, pending a final ruling from the arbitrator. In addition, this Arbitration Provision doesn't stop you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and we agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Either you or we may start arbitration proceedings. Any arbitration between you and Tax-Aid will take place under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") then in force (the "AAA Rules"), as modified by this Arbitration Provision. You and Tax-Aid agree that the Federal Arbitration Act applies and governs the interpretation and enforcement of this Arbitration Provision. The AAA Rules, as well as instructions on how to file an arbitration proceeding with the AAA, appear at [adr.org](http://adr.org), or you may call the AAA at 1-800-778-7879.

Any arbitration hearings will take place in the county of your primary residence or, in the case of a company or organization, the county of your headquarters, provided that (i) we may request the hearings be transferred to San Francisco, California if we pay any additional cost you may incur as a result of such transfer, and (ii) if the claim is for \$25,000



or less, you or Tax-Aid may choose whether the arbitration will be conducted (x) solely on the basis of documents submitted to the arbitrator; or (y) through a non-appearance based telephonic hearing.

If you choose to file an arbitration proceeding, and you are required to pay a filing fee, we will reimburse you for half of that filing fee, unless your claim is for greater than \$10,000, in which case you will be responsible for the entire filing fee. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

If this arbitration provision is invalidated in whole or in part, the parties agree that the exclusive jurisdiction and venue will be in the City and County of San Francisco, California and that the laws of the State of California shall govern any claim in court arising out of or related to this Agreement.

### **15. Entire Agreement**

This Agreement is the entire agreement between you and us and, therefore, supersedes all prior or contemporaneous negotiations, discussions or agreements, either oral or written. No representations or statements of any kind made by us, which are not included in this Agreement, shall be binding on us.

### **16. Amendments**

You may not modify or amend this Agreement in whole or in part without the prior written consent of one of Tax-Aid's authorized representatives. We may replace or amend this Agreement from time to time by posting new terms of use to the Website. Your subsequent use of the Website, or any Content, services or materials provided through the Website, will be subject in all respects to the terms of use in force at the time of such subsequent use.

### **17. Waiver**

No waiver of any provision herein shall be valid unless in writing and signed by both Tax-Aid's authorized representative and you. Tax-Aid's failure to insist upon or enforce strict performance of any provision of this Agreement or any other right shall not be construed as a waiver of any such provision or right.





### **18. Severability**

If any provision of this Agreement is deemed to be illegal or unenforceable, that provision shall be severed and the remainder of this Agreement shall be unaffected and shall continue to be fully valid, binding, and enforceable.

### **19. Headings**

The headings contained herein are for convenience only and shall have no legal or interpretive effect.

### **20. Contact Us**

If you have any questions about this Agreement or otherwise need to contact us for any reason, you can reach us at [admin@tax-aid.org](mailto:admin@tax-aid.org).