

**Last Modified Date: September 3, 2021**

## **Terms of Use for Tax Status Solution**

Welcome to the TaxStatus website (the "**Service**"), a platform owned and operated by Streamlined LLC ("**TaxStatus**", "**we**," or "**us**"). These Terms of Service ("**Terms**") define the relationship between TaxStatus and you, the taxpayer (the, "**User**", "**you**" or "**your**") accessing the Service.

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY.**

### **General Terms**

**What are these Terms?** These Terms govern your use of the Service, and is a legal contract between you and TaxStatus. From time to time, we may make changes to these Terms. If we make a material change to the Terms, that change will become effective thirty (30) days following our providing you with notice thereof unless earlier implementation is required by law or is necessary to protect TaxStatus and/or users of the Service. If you do not agree to the changes made, you should discontinue use of the Service and close your account.

**Establishing an Account.** As a condition to using the Service, you must create an account with the Service and select a password and user name. You agree that any information you provide to establish your account is accurate, current and complete, including your contact information for notices and other communications from us. You agree not to impersonate another person or to misrepresent your affiliation with any person, including using another person's user name, password or account information. Please review our [Privacy Notice](#) to understand how we collect, process, use, and disclose personal information when you use the Service.

**Our Communication With You.** By creating a TaxStatus account, you consent to receive electronic communications from us via SMS, text messaging, and via email, or by posting notices on our Services. These communications may include notices about your account (e.g., authentication, payment authorizations, password changes and other transactional information) or legal notices and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

If you are experiencing issues with the messaging program, you can reply with the keyword HELP for more assistance, or you can get help directly at [privacy@taxstatus.com](mailto:privacy@taxstatus.com).

Data or SMS fees may be imposed by your mobile provider for the transmission and receipt of messages. In order for SMS communications to be sent to your mobile device you must (i) own or be an authorized user of a two-way SMS-capable mobile device that is registered on a supported wireless carrier network, (ii) have elected a data plan that includes use of your mobile device's SMS capabilities, and (iii) ensure that your mobile account remains in good standing with your wireless carrier. You are

solely responsible for such charges and any other charges from your wireless carrier. You should contact your wireless carrier for complete pricing details.

Account Security. You are responsible for maintaining the confidentiality of your password and you shall not share it with anyone or let anyone else access your account. TaxStatus will not be liable for any direct or indirect loss that you may incur as a result of someone else using your user name or password. You expressly agree to promptly notify us of any unauthorized use of your account or any other breach of security of your account or your personal information.

By clicking on the “Accept” button, you represent that you have read and agree to be bound by these Terms. Your continued use of the Service shall also constitute assent to these Terms. If you do not unconditionally agree to all of these Terms, click the “Cancel” button and the account registration or setup process will discontinue.

### **License to Use Service**

Subject to these Terms, TaxStatus grants you a limited, non-exclusive, non-sublicensable, non-transferable license to access the Service. Through the Service, you may submit your taxpayer information. You will be asked to execute of certain authorization forms (“**Authorization Forms**”) and appoint TaxStatus as your agent for the purpose of requesting, obtaining and delivering your Internal Revenue Service (“**IRS**”) tax report information (“**Taxpayer Information**”). TaxStatus’ right to request your Taxpayer Information from the IRS, receive and then deliver the Taxpayer Information to you is dependent on your executing the Authorization Forms. TaxStatus has no independent right to request, communicate or retain such Taxpayer Information.

The Service is subject to modification from time to time at our sole discretion.

The Service and the software underlying or used to deliver the Service will be hosted on servers under control or direction of our third party cloud service provider.

### **Acceptable Use of the Service and Restrictions on Use**

- You will only use the Service in accordance with this Agreement and as permitted by applicable law and regulations, including but not limited to any privacy laws, data security laws and government guidelines, and laws and regulations concerning intellectual property, consumer protection, obscenity, or defamation.
- You will not use the Service in any way to upload, post, transmit, email or otherwise distribute any material that is hate speech, discriminating, defamatory, threatening, or obscene, incites violence, contains nudity or gratuitous violence; or is otherwise objectionable as determined by us.
- You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- You will not copy, modify, translate, distribute or create any derivative works of any text, graphics, or other material or content available through the Service without our prior written permission.
- You will not use the Service in a manner that infringes, violates or misappropriates any third party's intellectual property rights or other proprietary rights, or contractual rights.

- You will not transmit any unauthorized commercial communications on or through the Service.
- You will not upload viruses, Trojan horses, worms, time bombs, unsolicited bulks, commercial, or “spam” messages, or other malicious code, files or programs.
- You will not access the Service or our computer systems by any means other than those permitted by this Agreement or engage in any activity that disrupts or interferes with the performance of the Service.
- You will not run or use any processes that run or are activated while you are not logged on to the Service or that “crawl,” “scrape,” or “spider” the Service.

Any violation of the above is grounds for termination of your right to access or use the Service.

### **TaxStatus’ Service Obligation**

TaxStatus will undertake commercially reasonable efforts to make the Service available, but we do not guarantee any particular service levels with respect to the Service.

### **User Data**

By using or accessing the Service, you hereby grant to TaxStatus a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify User Data as necessary to provide the Service. “**User Data**” means all electronic data and information submitted by you for set-up and provisioning of the Service, and information created, generated, or collected by us in the furtherance of this Agreement and the security and performance of the Service.

Notwithstanding anything else in this Agreement or otherwise, TaxStatus may monitor your use of the Service and in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service (“**Performance Data**”). TaxStatus shall own all right, title and interest in and to the Performance Data. To the extent needed to perfect our ownership in the Performance Data, you hereby irrevocably assign all right, title and interest in such Performance Data to us.

### **Suspension Rights**

Notwithstanding anything to the contrary, TaxStatus reserves the right to suspend or limit your access to the Service if required by law or if we determine, in our sole discretion, that your use of the Service does or is likely to:

- damage the Service or interfere with our ability to reliably provide the Service to other user.
- there is a threat or attack on the cloud servers hosting the Service or other event that may create a risk to you, to the Service, to us or to any other user of the Service;
- your use of the Service disrupts or poses a security risk to the Service or any other user of the Service, may harm our systems or any other user of the Service, or may subject us or any third party to liability.

- You are using the Service in breach of these Terms.

TaxStatus will make commercially reasonable efforts to provide you with written notice of any Service suspension, as appropriate, and to provide updates regarding resumption of access to the Service following any suspension.

Neither TaxStatus nor its third party licensors will have liability for any damage, liabilities, losses (including any loss of data) or any other consequences that you may incur as a result of any suspension.

## **Privacy**

Your privacy is extremely important to us, and we take great care to limit what data we collect and how we use it, and to enable you to understand our policies. Please read our [Privacy Notice](#), which explains how we treat your personal information, protect your privacy when you use the Service, and for more information on the administrative, technical and physical safeguards we maintain to protect against unauthorized use or disclosure to personal information.

## **Warranty Disclaimer**

TAXSTATUS MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE. TAXSTATUS SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE, SOFTWARE AND TAXSTATUS' OR ITS THIRD PARTY LICENSOR'S PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ANY USE OF THE SERVICE IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF YOUR USE OF THE SERVICE.

## **Third Party Services**

While we endeavor to work with third parties that share our respect for user privacy, we are not responsible for the websites or privacy practices of such third-parties. You are responsible for knowing when you are leaving our website to visit a third party website, and for reading and understanding the terms of use and privacy policy statements for each such third party.

You acknowledge and agree that in connection with certain third-party applications, you may be required to create accounts on other websites in your name ("**User Third-Party Accounts**") for such services to function. Such User Third-Party Accounts are required by the third-party applications to be set up directly between you and the third-party application. Use of the User Third-Party Accounts will be governed by the terms of use, agreements, policies, rules, guidelines and privacy policies of such websites ("**Third-Party Application Terms**") and TaxStatus shall not be liable for the acts or omissions of the licensor of such third-party applications or the performance of such third-party applications. You agree and acknowledge that you are solely responsible for your compliance with such Third-Party Application Terms.

You agree to indemnify and hold the TaxStatus harmless from any third party claims and any costs, losses, and expenses (including attorneys' fees) arising out of or in connection with your use of the Third-Party Application Terms.

### **Termination**

This Agreement shall continue until terminated.

TaxStatus may terminate this Agreement at its convenience for any reason at any time. You may terminate this Agreement by contacting us at [privacy@taxstatus.com](mailto:privacy@taxstatus.com) and requesting that your account be closed.

Your access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement.

All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

### **Intellectual Property Rights**

TaxStatus (and its licensors, where applicable) will retain all intellectual property rights relating to the Service and the software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the Service and/or the software, which are hereby assigned to us. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service or any intellectual property rights.

### **Indemnification**

As a condition of your use of the Service and with respect to third-party claims, you agree to indemnify, defend, and hold harmless TaxStatus and its licensors, their affiliates and subsidiaries and their respective officers, directors, employees, agents, contractors, suppliers, successors, and assigns from and against any judgments, claims, actions, losses, damages, liabilities, costs, or expenses (including, but not limited to, reasonable attorneys' fees and legal expenses) of any kind arising from your use of the Service or related products, or from or attributable to any breach by you (or a user of your account) of your obligations established herein.

### **Limitation of Liability**

TaxStatus will not be liable for any loss resulting from a cause over which it does not have direct control.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL TAXSTATUS BE LIABLE TO YOU OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR IN ANY WAY RELATED TO THE USE OF OR

INABILITY TO USE THE SERVICE OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF TAXSTATUS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

### **Force Majeure**

TaxStatus will not be liable for any delay or failure to perform any obligation due to causes beyond its control, including war, political insurrection, civil commotion, terrorist activities, acts of God or nature, epidemics, third party vendors or suppliers, equipment or technological failures, or system malfunctions.

### **Governing Law and Dispute Resolution**

**Governing Law:** The laws of the State of Delaware shall govern these Terms and, subject to the arbitration section below, you hereby expressly consent to exclusive jurisdiction and venue in the courts located in Atlanta, Georgia for all matters arising in connection with these Terms or your access or use of the service.

ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR OUR SERVICES OR CONTENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM AROSE; OTHERWISE, THE CLAIM IS PERMANENTLY BARRED, WHICH MEANS THAT YOU AND TAXSTATUS WILL NOT HAVE THE RIGHT TO ASSERT THE CLAIM.

### **Feedback and Contact**

TaxStatus appreciates your feedback or suggestions about the Services, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them. You may contact us by email at [privacy@taxstatus.com](mailto:privacy@taxstatus.com).