

## Terms and Conditions ("Terms")

Last updated: January, 2023

Please read these Terms and Conditions carefully before using the <http://www.taxfrom.us> website (the "Service") or Tax From US . Tax From US is fully owned and managed by Tax From US LLC("us", "we", or "our")

By clicking acceptance, using, downloading or logging the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access or use the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

You agree that your electronic signature is the legal equivalent of hand written signature on this agreement. You further agrees that if you use any pointing or entering device to select an item, button, icon or similar act of actions on Tax From US or submitting materials to Tax From US or accessing Tax From US LLC products , acceptance and agreement. You will also agreed that above described electronic signature doesn't need any future verification, validation or certification and will not affect in any way the enforceability of your electronic signature or any agreement between you and Tax From US LLC. This Terms and Conditions will also can be used as End User License Agreement.

This is End User License Agreement("Agreement") between Tax From US LLC, incorporated and operated in Virginia, USA, and any person or entity("user", "you", "customer") who accesses, uses any materials or information on our website, or use, copy, or distribute any materials in electronic or print form. In addition to this Agreement, the User shall be bound by and subject to any separate agreements entered into with Tax From US LLC by User or any other entity or other person on behalf of whom User purports to be the agent or representative. Future Tax From US LLC and User will be referee as "parties"

### 1. Tax From US product terms

#### A. Description

Tax From US is the property of Tax From US LLC and its affiliates. Tax From US is protected by United States and international intellectual property laws. The User access to [www.taxfrom.us](http://www.taxfrom.us) is licensed and not sold. Tax From US LLC reserve the right, at our sole discretion, to modify, alter, update or improve the Tax From US product.

#### B. Taxfrom.us Product

Tax From US LLC grants the User a limited, non transferable, personal, non sub-

licenseable and revocable license to access and use Tax From US in origin form as presented by Tax From US LLC and solely for purpose authorized by this agreement.

This Agreement authorized user to use and access Tax From US for only non resident tax preparation purposes and related subjects. The User shall not exceed the scope of User's license to use and access Tax From US only for tax related purposes, and the user shall not provide the User's account information to another User or entity for any reason, without limitation. The User prohibited to access or use Tax From US in order to modify or in any way compiling and disassemble the Tax From US product. The Tax From US LLC reserved the right to enforce any unlawful usage of Tax From US product.

#### C. User Accounts

In order to use Tax From US you may be required to register with Tax From US and select a password and user name. When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

#### D. Accessibility to Tax From US

The User understands and agrees that time to time [www.taxfrom.us](http://www.taxfrom.us) functionality or certain features may be inaccessible or inoperable for any reason, including, but without limitation:

- Periodic maintenance, repairs or updates of software or equipment.
- Equipment or software malfunctions
- Causes beyond the control of Tax From US LLC, including, but not limited: natural disasters, third party equipment malfunction, damage to third party data carrier lines.

#### E. Equipment

The User shall be solely responsible for providing, maintaining of all hardware and software necessary to safely use and access Tax From US. The User is solely responsible to maintain the adequate anti-virus protection, password protection and not permitting third party physical or electronic access to User's account.

#### F. Other Users

The user agrees that other user can access and use Tax From US.

The User further acknowledge and agree that Tax From US LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged

by actions of other user using Tax From US system.

## 2.Consent to use of data

The User further acknowledge and agree that Tax From US LLC may collect and use technical and related data regarding the User's system and use of Tax From US software, including, without limitation, technical data about User's hardware, operational system and peripherals, that is gathered to facilitate the provision of updates, support and improving of services provided by Tax From US software.

## 3.Privacy Policy

Tax from US LLC created Privacy Policy, located here ([Privacy Policy](#)).

## 4.Circumvention.

User agrees not to access the taxfrom.us or any other aspect of or information contained on the taxfrom.us through any technology or means other than through User's account using User's Account Information. User agrees not to use or launch any automated system, including, without limitation, "robots," "spiders" or "offline readers," that accesses the Taxfrom.us in a manner that sends more request messages to Tax From US LLC or the Taxfrom.us in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. User agrees not to collect or harvest any personally identifiable information, including Account Information, from the Taxfrom.us or Tax From US LLC nor to use the communications systems provided by the Taxfrom.us for any commercial solicitation.

## *5.Tax From US Content, User Content, User Conduct*

Each User of [www. taxfrom.us](http://www.taxfrom.us) may use the Tax From US Products or Services solely to prepare valid United States Federal and/or State tax return(s) for which a User has paid all applicable fee(s) and after proper registration at [www. taxfrom.us](http://www. taxfrom.us), to file and/or print such Federal and/or State tax return, FICA tax or ITIN application (collectively, the "Services"). User's use of TaxFrom.US will be governed by this Agreement.

### A. User Content.

Tax From US LLC may, in its sole discretion, permit you from time to time to submit, upload, publish, or otherwise make available through the [www.taxfrom.us](http://www.taxfrom.us) textual, audio, and/or visual content and information ("User Content"). Any User Content provided by you remains your property. However, by providing User Content, you grant Tax From US LLC a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such

User Content in all formats and distribution channels now known or hereafter devised (including in connection with the [www.taxfrom.us](http://www.taxfrom.us) and Tax From US's business), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. All User Content originates from users, and as such, is beyond the control of Tax From US LLC. Tax From US LLC neither initiates the posting of such User Content nor monitors the specific content or accuracy of the User Content being posted. Without limiting the generality of any other provision of this Agreement, Tax From US LLC shall have no responsibility for or liability related to the accuracy, content, completeness, suitability, fitness for a particular purpose, or delivery of the User Content provided by any user.

*B. Inaccurate Content*

All User Content originates from users, and as such, is beyond the control of Tax From US LLC. Tax From US shall have no responsibility for or liability related to the accuracy, content, completeness, suitability, fitness for a particular purpose, or delivery of the User Content provided by any user. The User is responsible for the accuracy, content, completeness, suitability, fitness for a particular purpose, and delivery of the User Content posted by such User, and the User warrants that the User Content posted by User is accurate, current and complete. The User shall indemnify Tax From US LLC for any and all losses or damages Tax From US LLC may incur regarding or related to the accuracy, content, currency, completeness or delivery of the User Content furnished by User pursuant to the indemnification provisions of this Agreement.

C. Tax From US LLC Standards and Conduct.

User's privilege to use the Tax From US depends on User's compliance with the standards and conduct guidelines set forth by Tax From US LLC from time to time. Tax From US LLC may revoke User's privileges or take any other appropriate measures to enforce these guidelines if violations are brought to its attention. As Tax From US LLC does not control or monitor User Content, under no circumstances will Tax From US LLC be liable in any way to User or any third person for any User Content, including, without limitation, for any loss or damage of any kind incurred as a result of use of or exposure to the User Content. User agrees not to use the [Taxfrom.us](http://Taxfrom.us) to or otherwise:

i. upload, post, email or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, slanderous, vulgar, obscene, pornographic, profane, indecent, sexually explicit, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or intended to offend any person based on a person's race, ethnic heritage, national origin, sex, sexual orientation or preference, age, physical or mental illness or

disability, marital status, employment status, housing status, religion or other characteristics as may be defined by applicable civil rights laws or that is otherwise objectionable to Tax From US LLC in its sole discretion;

ii. harm minors in any way; □iii. impersonate any person or entity, including, but not limited to, a Tax From US LLC employee or representative, moderator, guide or host or falsely state or otherwise misrepresent its affiliation with a person or entity;

iv. forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Taxfrom.us; □v. upload, post or otherwise transmit any User Content that User does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); □vi. upload, post or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; □vii. upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” multi-level marketing opportunities, franchises or any other form of solicitation; □viii. upload, post or otherwise transmit any material or User Content that contains software viruses or any other malicious code, files or programs designed to interrupt, disrupt, destroy, damage or limit the functionality of any computer software or hardware or telecommunications equipment or violate the security of any computer network, crack passwords or security encryption codes or otherwise attempt to gain unauthorized access to any other computer system; □ix. attempt to cause the traffic levels of the software or other networks to rise without reason or for malicious purpose, including, without limitation, through transmission of large files to people for malicious purposes, “mailbombing,” transmissions intended to raise the costs of another’s access through excessive traffic levels, denial of service or similar attacks, repeatedly sending the same content to another person for the purpose of harassment or otherwise causing an unreasonable increase in traffic levels or usage of the www.taxfrom.us as solely determined by Tax From US LLC;

x. disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other Users of the Tax From US software are able to type or otherwise act in a manner that negatively affects other Users’ ability to engage in meaningful exchanges; □xi. interfere with or disrupt the servers or networks connected to the Tax From US, or disobey any requirements, procedures, policies or regulations of networks connected to the Tax From US;

xii. intentionally or unintentionally violate any applicable local, state, national or international law; □xiii. “stalk,” harass, threaten invade the privacy of or engage in predatory behavior towards another User of the Tax From US or any other person; or

xiv. collect, store or use personal data about other Users. □User’s privilege to use

the Tax From US depends on User's compliance with the guidelines set forth above. Tax From US LLC may revoke User's privileges or take any other appropriate measures to enforce these guidelines if violations are brought to its attention. User acknowledges that by providing User with the ability to post User Content, Tax From US LLC and/or the Tax From US are acting as a passive conduit for such distribution, and Tax From US LLC is not undertaking any obligation or liability relating to any User Content posted or activities undertaken utilizing the Tax From US.

## 6. Intellectual Property

### A. TaxFrom.us Product

The Tax From US LLC Intellectual Property Rights (as defined below) are the valuable, confidential property of Tax From US LLC and its licensors. United States and international intellectual property laws protect such Tax From US LLC Intellectual Property Rights. User may use the tax from.us as permitted herein and may not otherwise modify, adapt, translate, or create derivative or collective works based on the tax from.us without the prior written consent of Tax From US LLC. As between the parties, Tax From US LLC owns all right, title, and interest in and to the tax from.us, with the exception of the User Content, and including, without limitation, all ancillary and interface software, all current and future enhancements, revisions, new releases and updates thereof and any derivative or collective works based thereon and all documentation thereto, all copyrights, trademarks, trade secrets, patents and goodwill therein, and all images, photographs, illustrations, graphics, audio and video created by or for Tax From US LLC therein (collectively, the "Tax From US LLC Intellectual Property Rights").

### B. Trademarks

Any logo and any other trademarks owned or controlled by Tax From US LLC, whether or not included in the taxfrom.us and any logos relating to the foregoing are trademarks or service marks of Tax From US LLC and its licensors (collectively, the "Tax From US LLC Trademarks"). All other trademarks, service marks and logos used in the taxfrom.us are the trademarks, service marks or logos of their respective owners.

Use of Intellectual Property. Except as otherwise expressly permitted by Tax From US LLC, User may not copy, reproduce, republish, store, upload, post, transmit, analyze, adapt, reformat, print, distribute, commercially exploit or publicly display the Tax From US LLC Intellectual Property Rights, the Tax From US, the Tax From US LLC Trademarks or the Confidential Information (as defined below) or any portion thereof in any manner whatsoever without the prior written consent of Tax From US LLC. User may not remove, reproduce, alter, use, display, modify, copy or obscure any copyrighted material, trademark, service mark, legal or other proprietary notices in or on any portions of the Tax From US LLC Intellectual Property Rights, the taxfrom.us, the Tax From US LLC Trademarks, the Confidential Information or any User Content or any portion thereof.

### C. Purchases

This Agreement, any other agreement between User and Tax From US LLC, and any other purchase terms set forth by Tax From US LLC at the time of purchase shall govern purchases of Tax From US LLC Content and/or use of the taxfrom.us. User understands that by purchasing or accessing Tax From US LLC Content, or accessing the taxfrom.us, User may encounter content that may be deemed offensive, indecent or objectionable, and such Tax From US LLC Content may or may not be identified as such. User agrees that Tax From US LLC shall have no liability to User for Tax From US LLC Content that may be found to be offensive, indecent or objectionable. Tax From US LLC Content types (including categories, sub-categories, and genres) and descriptions are provided for convenience, and Tax From US LLC does not guarantee their accuracy. Prices and availability of products are subject to change without notice. Errors will be corrected where discovered, and Tax From US LLC reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your payment method accepted and charged.

### 7. Links

Tax From US LLC, the Taxfrom.us Users, or other third parties may provide links to other Internet web sites or resources. Tax From US LLC has no control over such sites and resources, and therefore User acknowledges and agrees that Tax From US LLC does not endorse and is not responsible for any such external sites or resources, the privacy policies and other practices of such sites or resources or for any content, information, advertising, products or other materials on or available from such sites or resources. User further acknowledges and agrees that Tax From US LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, information, advertising, products or other material available on or through such site or resource. By using the taxfrom.us, User expressly relieves Tax From US LLC from any and all liability arising from User's use of any third-party web site. Tax From US LLC encourages Users to be aware when Users leave the taxfrom.us or otherwise visit external sites and to read the terms and conditions and privacy policy governing each other web site that User visits.

### 8. User Representations

User represents and warrants to Tax From US LLC that: (a) User (i) has reached the age of majority in the jurisdiction where User resides (generally 18, 19 or 21 years of age depending on the jurisdiction), (ii) is an emancipated minor under the laws of User's jurisdiction of domicile and/or residence, (iii) possesses legal parental or guardian consent or (iv) otherwise has the power and authority to enter into and perform User's obligations under this Agreement; (b) User has provided and will maintain accurate, complete and current registration information with Tax From US LLC, including, without limitation, User's legal name, address, telephone number and email address, and will promptly provide updated information to Tax From US

LLC in the event such information changes; (c) User is an authorized representative of the entity or party on whose behalf User purports to act; (d) User shall comply with all terms and conditions of this Agreement and any other agreement between the parties; (e) User's access to and/or use of the Taxfrom.us does not and will not constitute a breach or violation of any other agreement, contract, terms of use, or similar policy or understanding to which User is or may be subject; and (f) User will not use the Taxfrom.us to violate any statute, law, rule or regulation or to otherwise violate the legal rights of Tax From US LLC or any other person.

#### 9. Termination

Tax From US LLC may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. Tax From US LLC may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Taxfrom.us. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### 10. Disclaimer of Warranties

THE TAXFROM.US IS PROVIDED "AS IS," "WHERE IS," AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE TAXFROM.US IS AT USER'S SOLE RISK. TAX FROM US LLC DOES NOT WARRANT THAT USER'S USE OF THE TAXFROM.US WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES TAX FROM US LLC MAKE ANY WARRANTY AS TO THE ACCURACY OF ANY USER CONTENT OR AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE TAXFROM.US. TAX FROM US LLC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING, TITLE, NON-INFRINGEMENT OR TIMELINESS, SUITABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE IN RELATION TO THE TAXFROM.US OR USER CONTENT. USER IS SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN IN RELIANCE ON THE TAXFROM.US OR ANY INFORMATION OR USER CONTENT THEREIN, INCLUDING, WITHOUT LIMITATION, INACCURATE OR INCOMPLETE INFORMATION. ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW. SOME



JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY, AND OTHER LEGAL RIGHTS MAY BE GRANTED IN SUCH JURISDICTIONS.

#### 11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER TAX FROM US LLC NOR ANY OF ITS LICENSORS, AFFILIATES OR SUBSIDIARIES SHALL BE LIABLE TO USER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE TAXFROM.US, THE USER CONTENT, OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, USER'S USE OR INABILITY TO USE THE TAXFROM.US OR USER CONTENT, ANY CHANGES TO OR INACCESSIBILITY OF THE TAXFROM.US, ANY INACCURACY OR INCOMPLETENESS OF THE USER CONTENT OR INFORMATION CONTAINED IN THE TAXFROM.US, ANY DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE TAXFROM.US OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE TAXFROM.US WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, NEGLIGENCE OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER TAX FROM US'S LLC NOR ANY OF ITS AFFILIATES OR SUBSIDIARIES' TOTAL LIABILITY FOR DIRECT DAMAGES SHALL EXCEED THE TOTAL FEES PAID, IF ANY, BY USER TO TAX FROM US LLC HEREUNDER. IF USER IS DISSATISFIED WITH THE TAXFROM.US, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR USER TO DISCONTINUE USE OF THE TAXFROM.US AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 9.

TAX FROM US LLC IS NOT PROVIDING LEGAL OR TAX ADVICE, IS NOT PROVIDING ADVICE OR GUIDANCE ON THE PURCHASE OR SALE OF SECURITIES, IS NOT A BROKER-DEALER OR AN INSURER WITH REGARD TO PERFORMANCE OF THE TAXFROM.US OR USER CONTENT. THE DISCLAIMER OF WARRANTIES AND THE LIMITATION OF LIABILITY AND REMEDY ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR USER TO OBTAIN THE RIGHTS TO USE THE TAXFROM.US IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. USER AGREES TO ASSUME THE RISK FOR: (I) ALL LIABILITIES DISCLAIMED BY TAX FROM US LLC CONTAINED HEREIN; AND (II) ALL ALLEGED DAMAGES IN EXCESS OF THE AMOUNT, IF ANY, OF THE LIMITED REMEDY PROVIDED HEREUNDER. USER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT TAX FROM US LLC SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING IS BORNE SOLELY BY USER. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR

EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY, AND OTHER LEGAL RIGHTS MAY BE GRANTED IN SUCH JURISDICTIONS.

#### 12. Indemnification

User agrees to indemnify, hold harmless and defend Tax From US LLC, any of its licensors, affiliates or subsidiaries and any members, officers, employees and agents of the foregoing, from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person or entity, arising out of or relating to: (a) this Agreement or User's violation of the terms and conditions thereof; (b) User's use of the Taxfrom.us, including any data, User Content, communication or work transmitted or received by User; (c) any unacceptable use of the Taxfrom.us by User or through User's account, including, without limitation, any statement, data or User Content posted, made, transmitted or republished by User which is prohibited as unacceptable under this Agreement; (d) gross negligence, fraud or any intentional or negligent act or omission of User; (e) User's violation of any third party rights, including, without limitation, any intellectual property or privacy right; and (f) any claim that any User Content posted by User caused damage to a third party.

#### 13. Governing Law

These Terms shall be governed and construed in accordance with the laws of Virginia, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

#### 14. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

#### 15. Miscellaneous

##### A. Independent Contractors.

The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority

to act or create any obligation, express or implied, on behalf of the other party.

#### B. Amendment.

No amendment or modification of this Agreement will be binding unless in writing and signed by Tax From US LLC. The terms of this Agreement will govern any upgrades to the Taxfrom.us provided by Tax From US LLC that replace or supplement the original Taxfrom.us, unless such upgrade is accompanied by a separate or substitute agreement in which case the terms of that agreement will govern.

#### C. Assignment.

User shall not assign any of its rights, duties or obligations under this Agreement without the prior written consent of Tax From US LLC and any attempted assignment or delegation without such consent shall be void and of no effect.

#### D. Waiver.

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

#### E. Severability.

If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

#### F. Notice.

Unless otherwise provided in this Agreement, all notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either party's last known post office, facsimile or e-mail address, respectively. User hereby consents to notice by email. Unless otherwise provided in this Agreement, all notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

#### G. Law.

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the internal laws of the State of Virginia without regard to its choice of law principles. The Alexandria Circuit court located in Alexandria, VA shall have exclusive jurisdiction to hear any dispute under this Agreement and venue shall be proper there or, if such court is without subject matter jurisdiction.

#### H. Process.

The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court or arbitrator, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts located in or serving Alexandria, Virginia USA.

#### I. Action.

No action arising under this Agreement may be brought by User more than one (1) year after the cause of action has accrued.

#### J. Equitable Relief.

The parties agree that breach of the provisions of this Agreement, including, without limitation, the unauthorized use or duplication of the Taxfrom.us, would cause irreparable harm and significant injury to Tax From US LLC which would be both difficult to ascertain and which would not be compensable by damages alone. As such, the parties agree that Tax From US LLC has the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies Tax From US LLC may have for User's breach of this Agreement.

#### K. Attorney's Fees.

If any action in law or in equity or arbitration is necessary to enforce the terms of this Agreement, each party will pay the fees of their own respective attorneys, accountants, and other professionals.

#### L. Headings.

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

#### M. Force Majeure.

Neither party shall be responsible or liable for failure to fulfill its obligations under this Agreement (except for payment of any fees) due to any major unforeseeable event beyond the control of, and not caused by the fault or negligence of, such party or its agents, including, without limitation, an act of God, fire, earthquake, flood, explosion, action of the elements, war invasion, terrorism, insurrection, riot, mob violence, sabotage, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, failure of telecommunications systems or infrastructure, strike, lockout, action of labor unions, condemnation, requisition, law or order of government, civil or military authorities; provided that the party failing to perform in such event shall promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon

as practicable.

**N. Survival.**

The terms and provisions of Sections 1-14, inclusive, shall survive any termination or expiration of this Agreement.

**O. Entire Agreement.**

This Agreement, in conjunction with any other written agreement entered into between the parties, constitutes the complete and exclusive statement of the agreement between the parties with respect to the Taxfrom.us and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Taxfrom.us.

**P. Contact Us**

If you have any questions about these Terms, please contact us at [support@taxfrom.us](mailto:support@taxfrom.us)