

## USER AGREEMENT

This USER AGREEMENT is made and entered into on the date executed by USER, (Effective Date) by and between Tax Protection Plus, LLC (hereinafter referred to as "COMPANY"), with its principal offices at 221 Executive Park Blvd, Winston Salem, NC 27103 and the USER completing this Agreement (hereinafter referred to as "USER" and with COMPANY, collectively, the "Parties" or "parties", and sometimes, each a "Party" or "party").

### 1. DEFINITIONS:

- USER: Tax preparer, Tax preparation business or service bureau executing this USER AGREEMENT.
- SUBCONTRACTOR: Tax preparers, tax preparation businesses or others operating under contract with USER.
- COMPANY PROGRAM: Refers to the COMPANY program that provides MEMBERS access to the COMPANY Tax Audit Defense Program, the COMPANY Tax Reimbursement Program and the COMPANY Identity Theft Restoration Program.
- QUALIFYING TAX RETURN: All Individual federal income tax returns on forms 1040, 1040SR, and 1040NR and the equivalent state income tax returns for the previous year transmitted to and accepted by the IRS or state income taxing authority on or after January first (1<sup>st</sup>) and prior to the October extension filing deadline by USER for a MEMBER.
- ENROLLED TAX RETURN: All QUALIFIED TAX RETURNS enrolled into a COMPANY PROGRAM by USER in accordance with the terms and conditions of this Agreement.
- MEMBER(s): An individual who voluntarily elects to enroll in the COMPANY PROGRAM and pay the Program Fee or is enrolled in COMPANY PROGRAM by USER at USER's expense for whom USER or SUBCONTRACTOR files a QUALIFYING TAX RETURN and for which COMPANY successfully collects the required Program Fee.
- COMPANY Tax Audit Defense Program: COMPANY's membership benefit program that provides tax audit defense services to MEMBERS (Subject to the terms and conditions of the Tax Audit Defense Program Membership Agreement).
- COMPANY Tax Reimbursement Program: COMPANY'S program through the American Advantage Association and the American Advantage Purchasing Group that provides funding on USER'S behalf for USER's limited guarantee on USER'S tax preparation services which provides for the reimbursement to a MEMBER of additional amounts that become due by a MEMBER to the IRS or state income taxing authority as a direct result of a legitimate error by USER or one of USER's tax preparers, EROs or SUBCONTRACTORS in the preparation and transmission of a QUALIFYING TAX RETURN. (Subject to the terms and conditions of the Tax Reimbursement Program Membership Agreement).
- COMPANY Identity Theft Restoration Program: COMPANY'S membership benefit program that provides identity theft restoration services to MEMBERS (Subject to the terms and conditions of the Identity Theft Restoration Program Membership Agreement).
- COMPANY Program Membership Agreement: The COMPANY document including the COMPANY Tax Audit Defense, the COMPANY Tax Reimbursement and the Identity Theft Restoration Program Membership Agreements.

**2. APPOINTMENT:** Upon execution of this AGREEMENT by USER, USER and USER'S SUBCONTRACTORS are appointed and authorized by COMPANY to provide their client taxpayers the option to enroll as MEMBERS of the COMPANY PROGRAM.

In order to be appointed and authorized by COMPANY to enroll their client taxpayers as MEMBERS of the COMPANY PROGRAM and thereby providing them access to COMPANY'S Tax Reimbursement Program, USER agrees to: enroll itself and any SUBCONTRACTORS as Organization Members of the American Advantage Association; to enroll itself and any SUBCONTRACTORS as members of the American Advantage Purchasing Group; that a portion of the COMPANY Program Fees paid by USER will be used to pay for the maintenance of the American Advantage Purchasing Group and the insurance premiums for an insurance policy covering the risks associated with the COMPANY'S Tax Reimbursement Program; and that USER and their

SUBCONTRACTORS will provide the COMPANY Tax Reimbursement Program to MEMBERS at no additional cost to the MEMBER.

### 3. INDEPENDENT CONTRACTOR; USER'S SUBCONTRACTORS:

The parties agree that USER is an independent contractor. Nothing contained in this agreement or in the rules and regulations of COMPANY shall be construed to create the relationship of employer and employee between USER and COMPANY. USER shall be free to exercise its own judgment as to the individuals from whom it shall solicit business and the time, place and manner of solicitation. However, COMPANY may, from time to time, prescribe reasonable rules and regulations respecting the conduct of USER'S business as they relate to: 1.) this Agreement, 2.) the individuals who are eligible for a COMPANY PROGRAM and 3.) the states in which a COMPANY PROGRAM may be available, but COMPANY will not interfere with USER'S freedom of action. All costs and expenses incurred by USER in performing any services under this Agreement, including but not limited to, rentals, salaries, booth or stall fees, telephone, traveling and living expenses, traveling, entertainment, office, clerical, maintenance, displays and advertisements, and other marketing and sales expenses shall be borne solely by USER and shall not be reimbursed by COMPANY. In no case shall COMPANY be responsible or liable for such expenses or costs.

Additionally, to the extent that USER engages SUBCONTRACTORS concerning USER'S performance of USER'S services/obligations under this Agreement, USER agrees and covenants that USER is solely responsible and liable concerning such SUBCONTRACTORS' (as well as all of USER'S employees and other agents) performance/actions of USER'S services/obligations hereunder; moreover, USER covenants to ensure that USER'S SUBCONTRACTORS (and USER'S employees and other agents) complies with all obligations/covenants and limitations imposed upon USER hereunder, and USER shall be solely liable concerning same.

### 4. OBSERVANCE OF COMPANY'S RULES AND REGULATIONS:

USER is responsible for its actions. USER will use its best efforts to observe and familiarize themselves with the guidelines, rules and regulations of COMPANY as they may exist from time to time including those found in this Agreement. USER agrees to follow any special instructions as may from time to time, be given by COMPANY.

### 5. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND REQUIREMENTS:

USER and COMPANY shall comply with and adhere to all applicable federal, state, and local laws, rules and regulations, governing its services including but not limited to any laws, rules and regulations requiring licensing and disclosure.

### 6. SPECIFIC LIMITATIONS ON ACTIONS BY USER.

USER is not authorized by or on behalf of COMPANY to: incur any debt or obligation on behalf of COMPANY; make, alter or discharge any contract or policy; waive any forfeiture; waive payment in cash; extend the days of grace of any membership agreement; or represent COMPANY except as permitted by this Agreement. USER shall not circumvent COMPANY in any way, including but not limited to, entering into discussions, negotiations or agreements that would by-pass payment to COMPANY in delivering the Programs outlined in this Agreement to MEMBERS.

### 7. MARKETING GUIDELINES:

USER must adhere to the following guidelines in its efforts to provide MEMBERS access to COMPANY PROGRAM.

- a. USER agrees to present the COMPANY PROGRAM to prospective MEMBERS clearly and truthfully and to fully and accurately disclose the benefits, limitations and exclusions of the COMPANY PROGRAM. USER agrees not to engage in the use of high pressure; misleading or deceptive sales practices.
- b. USER agrees to accurately disclose the COMPANY PROGRAM Fee to be charged to MEMBERS and to separately disclose any additional fees charged by USER to MEMBERS that may be in any way related to the MEMBER'S enrollment into the COMPANY PROGRAM.
- c. USER agrees to activate MEMBER enrollments and the MEMBER'S QUALIFYING TAX RETURN by adhering to procedures for doing so as defined by their the tax preparation and transmission software provider or by otherwise reporting MEMBERS to COMPANY in accordance with instructions provided by COMPANY.

- d. USER agrees to provide MEMBERS with a copy of the COMPANY Program Membership Agreement.
- e. USER may not modify the COMPANY PROGRAM benefits for any MEMBER.
- f. USER shall use no advertising material, prospectus, proposal, or representation in relation to COMPANY PROGRAM unless furnished by COMPANY or with the prior written consent of COMPANY. USER shall not issue or circulate any statement or memorandum of any sort misrepresenting the terms, benefits, or advantages of COMPANY PROGRAM, or any misleading statement as to the financial security of COMPANY. USER agrees that it shall not use any trade name, trademark, service mark, logo or other identifying mark of COMPANY without the prior written consent of COMPANY.
- g. USER shall obtain adequate information from each MEMBER to fully complete and successfully transmit a QUARLIFYING TAX RETURN for each enrolled MEMBER, which may be completed in USER'S tax software, and USER shall insure that all information is accurately inserted where required.
- h. USER assumes full responsibility for the actions of USER's employees and SUBCONTRACTORS under this Agreement as if USER performed them and agrees to take full responsibility to insure they adhere to the terms and conditions of this AGREEMENT. COMPANY is not responsible for USER'S or USER's SUBCONTRACTORS activities.
- i. COMPANY reserves the right to reject any ENROLLED TAX RETURN received through a process that has not been approved by COMPANY.

**8. COMPLETION OF TAX RETURN:** USER shall use due diligence and shall take all precautions as reasonably expected to ensure that all ENROLLED TAX RETURNS are completed properly, accurately, timely and legally. USER must adhere to all IRS tax codes and to IRS Publication 1345 (Handbook for Electronic Filers) and all related supplemental publications and Circular 230. Any USER who prepares a fraudulent tax return or intentionally prepares an inaccurate tax return or "coaches" or encourages a taxpayer to do so, or prepares a return with gross indifference, or preparation which is grossly inadequate under the circumstances shall void this Agreement and COMPANY will provide no COMPANY PROGRAM services for that tax return.

**9. PROGRAM FEES:** COMPANY will charge USER and USER agrees to pay a Program Fee for each ENROLLED TAX RETURN. COMPANY shall solely define the amount of the Program Fee charged for each ENROLLED TAX RETURN ("Program Fee") and communicate the Program Fee to USER with timely advance notice of the application of the Program Fee. USER may pass on the Program Fee to the MEMBER but USER shall provide the COMPANY'S Tax Reimbursement Program to MEMBERS at no cost to the MEMBER. In the event USER elects to charge MEMBER additional fees in any way related to the COMPANY PROGRAM for USER'S services, USER understands it is fully responsible for such additional fees collected from MEMBERS and that COMPANY is responsible only for the COMPANY Program Fee. In the event both a federal and a state income tax return are filed for the same MEMBER for the same tax year, USER will be charged for only one (1) Qualifying Tax Return for the MEMBER'S federal and state returns. In the event it becomes necessary for COMPANY to refund Program Fees to any MEMBER, USER understands and agrees that COMPANY will be responsible for refunding only for the Program Fee and USER will be responsible for any additional fees charged by USER.

**10. PAYMENT TO COMPANY:**

Invoicing:

- a. For ENROLLED TAX RETURNS using an income tax preparation and transmission software provider (Transmitter) that has integrated reporting setup with COMPANY: The number of ENROLLED TAX RETURNS prepared and e-filed by USER shall be electronically reported to COMPANY by the USER'S Transmitter. USER shall be invoiced by COMPANY periodically but not less than monthly an amount equal to the COMPANY Program Fee multiplied by the number of ENROLLED TAX RETURNS reported to COMPANY by USER'S Transmitter as follows:
  - Bank Products: For ENROLLED TAX RETURNS where MEMBER has purchased a Bank Product which enables USER to have fees charged to MEMBER deducted from the MEMBER'S tax refund by the bank, USER shall instruct the bank to deduct

the Program Fee from the MEMBER'S refund for each ENROLLED TAX RETURN and the Program Fee will be paid to the Transmitter by the bank and remitted directly to COMPANY by the Transmitter and no remittance will be required from the USER.

- Non-Bank Products: USER shall be billed periodically but not less than monthly an amount equal to the Program Fee multiplied by the number of ENROLLED TAX RETURNS without a bank product. USER agrees to pay the total amount owed to COMPANY as billed. Payment is due immediately upon receipt of invoice at the address indicated on the invoice. Failure to pay within fifteen (15) days of invoice may result in immediate termination of this User Agreement. Unless otherwise indicated, all invoices will be e-mailed to COMPANY'S address provided by USER.
- b. For electronically transmitted tax returns using a Transmitter that does not have integrated reporting setup with COMPANY: The number of ENROLLED TAX RETURNS prepared and e-filed by USER shall be reported to COMPANY by the USER periodically by providing reports from the IRS or from their Transmitter. USER shall be invoiced by COMPANY periodically but not less than monthly an amount equal to the COMPANY Program Fee multiplied by the number of ENROLLED TAX RETURNS reported to COMPANY by USER.
- c. For paper tax returns: USER must fax or electronically send a list of all MEMBERS for all ENROLLED TAX RETURNS it manually prepares and mails to the IRS to COMPANY within fifteen (15) days of mailing the tax return, in a format acceptable to COMPANY. USER shall be invoiced by COMPANY periodically but not less than monthly an amount equal to the COMPANY Program Fee multiplied by the number of ENROLLED TAX RETURNS reported to COMPANY by USER.

Payment:

- d. USER may elect to keep a valid payment method and all required bank billing account information on file with COMPANY for COMPANY'S use in collecting the periodic amount invoiced. USER authorizes COMPANY to automatically draft the invoiced amount from USER's bank account or credit card, provided by USER to COMPANY. This draft will be done periodically for all MEMBERS reported to COMPANY. COMPANY will provide the USER with advance notice before the debit, and provide USER the opportunity to notify COMPANY of any discrepancies. USER hereby authorizes COMPANY to initiate electronic withdrawals and/or deposits to either the bank account or credit card account provided by USER. USER understands that adjustment and/or revising entries may be made to this account to ensure an accurate and balanced accounting of all transactions.. Failure to pay the Program Fees within fifteen (15) days of invoice may result in COMPANY'S refusal to provide COMPANY PROGRAM services to USER'S MEMBERS when service is requested; and termination of this USER AGREEMENT. If this USER AGREEMENT is terminated by COMPANY as a result of USER'S non-payment of Program Fees, USER is required to notify all taxpayers who received a COMPANY Program Membership Agreement, at USER'S expense, that MEMBERS will no longer have access to COMPANY PROGRAM services.

**11. RESPONSE TO A REQUEST FOR SERVICE:** COMPANY shall respond promptly to requests for service under the COMPANY PROGRAM made by USERS and/or MEMBERS. COMPANY will provide professional assistance to the USER and MEMBER in a manner to resolve the request for service in the sole discretion of COMPANY. Services under this agreement specifically exclude any legal representation of the USER. Under the COMPANY'S Tax Reimbursement Program, any reimbursement to MEMBER for any additional fees deemed payable will be in an amount up to but not to exceed \$2,500.00 and will be reimbursed to the MEMBER on USER'S behalf after evidence of payment to the IRS is provided to COMPANY. COMPANY reserves the right to exclude the reimbursement provisions of the COMPANY PROGRAM in states that may not authorize the provision of this benefit. USER agrees to cooperate with COMPANY and

provide all relevant MEMBER documents as requested.

**12. EXCLUSIVE RELATIONSHIP:** USER shall not provide, offer, or sell a competing product or service with the same or similar services as those provided within the COMPANY PROGRAM through any entity other than COMPANY in its offices where the COMPANY PROGRAM is being utilized pursuant to this Agreement. In the event of a breach or threatened breach of this provision, the provisions of this Section may be enforced by injunctive relief against the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of COMPANY. Nothing contained herein shall be construed as prohibiting COMPANY from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages.

**13. TERM AND TERMINATION:** The initial term of this Agreement shall begin on the date USER executes this Agreement and, except as provided in this Section of the Agreement, shall continue for a period of one (1) year (the "Initial Term"), and shall be automatically renewed for one (1) year terms ("Renewal Terms") thereafter unless terminated by either party with at least thirty (30) days written notice to the other party prior to the applicable Renewal Term. Additionally, COMPANY may immediately terminate this Agreement "for cause" for any of the following reasons:

- **Breach of Agreement.** In the event of a breach of this Agreement by USER, COMPANY may give written notice of the breach and request corrective action. If USER has not either taken the requested action or begun a diligent prosecution thereof within fifteen days of receipt of the COMPANY's notification, then COMPANY may, at its option, send notice of termination. The notices described in this paragraph may be sent certified, registered or other verifiable mail or email to the terminated party at the addresses provided by USER.
- **Insolvency.** At COMPANY's option, and upon written notice of the exercise of the option, this Agreement terminates upon the voluntary or involuntary bankruptcy or insolvency of USER.
- **Fraud, etc.** The fraud, misrepresentation, misappropriation of funds, or willful misconduct of USER.
- **Other.** For the USER's violation of the provisions of Paragraphs 4, 5, 6, 7, 8, 10 & 12 of this Agreement.

Changes in Terms and Early Termination: COMPANY may unilaterally change, delete, or add any term to this Agreement upon thirty (30) days written notice to USER (the 30 day period being referred to hereinafter as the "30 Day Notice Period", provided, however, that if such a change, deletion, or addition is not acceptable to USER, USER may terminate this Agreement upon ten (10) days written notice to COMPANY, which notice must be given prior to the end of the 30 Day Notice Period; otherwise, USER'S failure to provide written notice to COMPANY prior to the expiration of such applicable 30-Day Notice Period shall constitute USER'S acceptance of such applicable change, deletion or addition. The change, deletion, or addition made by COMPANY shall become effective immediately upon expiration of the applicable 30-Day Notice Period.

Return of Proprietary Information: Upon termination of this Agreement, the parties will return to any furnishing party all proprietary and confidential information received in connection with this Agreement and certify in writing to such furnishing party that such receiving party has not retained any copies of such proprietary or confidential information.

Effect of Termination: The termination of this Agreement shall not cause the termination of any obligation which by its nature is a continuing obligation.

Notwithstanding anything to the contrary herein, neither Party shall be liable to the other Party for any indirect, consequential, special, punitive, exemplary or incidental damages of any kind, however caused, arising out of or related to this Agreement.

#### **14. INDEMNIFICATION:**

**USER'S Indemnification Obligations.** USER agrees to and shall defend, indemnify and hold COMPANY, and its officers, directors, members, partners, employees, contractors, consultants, agents, investors, and shareholders, harmless from and against any and all

losses, claims, damages, liabilities, penalties, costs, counsel fees and other expenses of every nature whatsoever incurred or asserted against it/him/her, directly or indirectly, resulting from or arising out of or in any way related to or attributable to:

- (i) Any inaccuracy of, or misstatement or omission with respect to, any representation or warranty made by USER in this Agreement;
- (ii) Any breach by USER of any representation, warranty, covenant, agreement, or other obligation of USER made or incurred under or pursuant to this Agreement; or
- (iii) Concerning USER's additional charges/"mark-ups" to/of USER'S fees related to COMPANY'S products/services.
- (iv) The performance by USER'S subcontractors (and USER'S employees and other agents) concerning services/obligations of USER hereunder, including such subcontractors' (and USER'S employees and other agents) compliance with the obligations/covenants and limitations of USER hereunder.

**COMPANY'S Indemnification Obligations.** COMPANY agrees to and shall defend, indemnify and hold USER, and its officers, directors, members, partners, employees, contractors, consultants, agents, investors, and shareholders, harmless from and against any and all losses, claims, damages, liabilities, penalties, costs, counsel fees and other expenses of every nature whatsoever incurred or asserted against it/him/her, directly or indirectly, resulting from or arising out of or in any way related to or attributable to:

- (i) Any inaccuracy of, or misstatement or omission with respect to, any representation or warranty made by COMPANY in this Agreement; or
- (ii) Any breach by COMPANY of any representation, warranty, covenant, agreement, or other obligation of COMPANY made or incurred under or pursuant to this Agreement.

The above indemnification obligations of the respective parties shall pertain to both first party/direct claims and third-party claims. Additionally, concerning the respective parties' above-indemnification obligations, to the extent that it shall become necessary for either party to retain the services of an attorney to enforce same, or to retain an attorney concerning same, the prevailing party in any suit or other proceeding, in addition to all other rights and remedies under this Agreement or as provided by law or in equity, shall be entitled to reimbursement of its reasonable attorney's fees and costs of such suit or other proceeding by the non-prevailing party.

**15. CONFIDENTIALITY:** USER acknowledges that it will have access to and receive disclosure of certain confidential or proprietary information about COMPANY. Confidential Information shall include but not be limited to any and all information of a confidential or proprietary nature, whether written, oral, electronic (email or other electronic documentation) or other medium for storage of information, documents, names of Vendors, MEMBERS, clients, present and future products, price quotes, commission structures, and policies disclosed by COMPANY to USER, its employees, officers, directors, USERS, or representatives, during the term of this Agreement. USER shall protect and preserve the confidential and proprietary nature of all confidential information in its possession. Notwithstanding the foregoing, confidential information shall not include any information that is or becomes generally available to the public or any information that is lawfully obtained by the USER from a third party with the right to disclose such information. In the event of a breach or threatened breach of this provision, the provisions of this Section may be enforced by injunctive relief against the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of COMPANY. Nothing contained herein shall be construed as prohibiting COMPANY from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages.

No party shall make any unauthorized disclosure of or use any personal information of individual consumers which it receives from the other party or on the other party's behalf other than to carry out the purpose for which such information is received, and each party shall comply, to the extent applicable, with requirements of the implementing of regulations of Title V of the Gramm-Leach-Bliley Act of 1999. Each party shall adopt and maintain a comprehensive privacy policy with respect to its handling of the personal information of individual consumers submitted by such consumers to that party. Each party shall comply in all respects with the provisions of such privacy policy.

**16. TRADE NAMES:** USER recognize the proprietary interest that COMPANY has in their corporate and trade names and USER represents and warrants that USER will not use COMPANY's corporate identity or any trade mark or service mark of the other or any COMPANY Vendor, including any private label name used by COMPANY, without having received prior consent to do so. In the event of a breach or threatened breach of this provision, the provisions of this Section may be enforced by injunctive relief against the breaching party from the commission of such breach to the full extent thereof, or to such extent as a court of competent jurisdiction may deem just and proper for the reasonable protection of the rights and interest of COMPANY. Nothing contained herein shall be construed as prohibiting COMPANY from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of money damages

**17. ARBITRATION:** Any disputes or disagreements arising out of or relating to this Agreement, which cannot be settled by the parties on a mutually satisfactory basis, shall be submitted and settled by binding arbitration in the State of North Carolina. A single arbitrator shall be selected by agreement of the parties. If the parties cannot agree on an arbitrator, each party shall nominate one arbitrator, and the nominated arbitrators shall select a single additional arbitrator, all of whom shall then serve as the arbitration panel. The arbitration procedures shall be as directed by the arbitrator(s), or if the arbitrator(s) shall so decide, under the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that the arbitration shall be instead of any civil litigation and that the arbitrator's decision and ruling shall be final and binding. Each party will bear one-half (1/2) of the cost of the arbitration filing and hearing fees and one-half (1/2) of the cost of the arbitrator(s).

**18. ACCESS TO BOOKS AND RECORDS:** COMPANY shall have a continuing right of access to the books and records maintained by USER related to validating the number of ENROLLED TAX RETURNS reported, billed and paid for under this USER AGREEMENT. USER shall, upon reasonable request, make such books and records available to COMPANY or its authorized representatives during normal business hours for review, inspection, examination, and reproduction, the costs of which shall be borne by COMPANY. Such review, inspection, examination, or reproduction shall be subject to applicable laws governing the privacy and confidentiality of consumer information. This Section shall survive termination of this agreement.

**19. OPERATIONS AUDIT:** In addition to any other access or audit rights provided by this Agreement, COMPANY shall have the right, upon reasonable advance notice, to review the business operations of USER pertaining to validating the number of ENROLLED TAX RETURNS reported, billed and paid for under this USER AGREEMENT, the costs of which review shall be borne by COMPANY. Any such review shall be conducted expeditiously and with a minimum of interference with business operations. USER shall provide any information, documents or statistical data as may be reasonably requested by COMPANY for purposes of such review, provided that such information, documents or statistical data relate directly to COMPANY and are readily available from records or computer programming existing at the time the review is conducted.

**20. NO WAIVERS:** No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy.

**21. SEVERABILITY:** If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions of this Agreement shall not be affected thereby and shall be enforceable without regard thereto.

**22. CONTROLLING LAW:** This Agreement is made under and shall be construed and enforced in accordance with the laws of the State of North Carolina.

**23. ASSIGNMENT:** This Agreement and the obligations hereunder may not be assigned by USER except upon the prior written consent of COMPANY.

**24. ATTORNEY FEES:** If it shall become necessary for any Party to retain the services of an attorney to enforce any term of this Agreement by any

legal means, the prevailing Party, in addition to all other rights and remedies under this Agreement or as provided by law or in equity, shall be entitled to reimbursement of its reasonable attorney's fees and costs of suit by the non-prevailing Party.

**25. ENTIRE UNDERSTANDING:** This Agreement states the entire understanding between the parties with respect to the subject matter hereof, and supersedes all earlier and contemporaneous oral and written communications and agreements or promises made with respect to the same subject matter, and any other previous agreements, promises, or representations of any kind respecting the relationship between the parties hereto. This Agreement shall not be modified except as provided in this Agreement or in a written document signed by both parties.

**26. CONSENT TO ELECTRONIC COMMUNICATIONS:** By agreeing to the terms of this Consent to Electronic Communications ("Consent"), USER (also, "you"/"your") consents to COMPANY and its respective subsidiaries, affiliates, agents, service providers, successors and assigns (collectively, "we," "us," or "our") providing disclosures to you, communicating and otherwise conducting business with you electronically. You are also agreeing to use electronic records and signatures throughout the course of our relationship. You understand that your electronic signature will be binding to the same extent as if you signed on paper with an ink signature. This Consent applies concerning all documentation relating to your relationship with us, including documentation relating to the creation of your account, your use of our website, any agreement to which you and we may be parties, and any services we provide in association with such use.

**Communications.** We may be required by law to give you certain information "in writing" or electronically with your informed consent. You agree that we may electronically provide, send, disclose, or communicate to you any such information and any other information relating to your relationship with us ("Communications"). Communications may include, without limitation, any agreement between you and us; our privacy policy; communications concerning the status and history of any transaction involving you and us; and any other records, documents and further disclosures required by federal, state or local law or regulation. This includes, without limitation, disclosures given under the Electronic Fund Transfer Act; Fair Credit Reporting Act; and the Telephone Consumer Protection Act.

**Methods of Communications.** You agree that Communications that we send electronically may be provided to you by email (which may include attachments), on our website, and/or by text message (also, "SMS").

**SMS Messaging Specific Terms.** By providing your mobile phone number, you understand that you are opting into our SMS messaging service, and you expressly consent to receive transactional and marketing text messages from COMPANY and/or COMPANY'S third party service provider, including text messages made with an autodialer, at the telephone number(s) that you provide. For purposes of clarification and confirmation, you acknowledge and agree that your providing such phone number(s) provides your express consent for COMPANY to contact you at same for all purposes, including, without limitation, concerning COMPANY marketing additional/new products and services to you and that such consent by you supersedes each "do not call list" that you/your telephone number may be enrolled, whether prior to or following the Effective Date. You agree that messages may include, but are not limited to, updates, alerts, and information related to your account, as well as promotional messages and advertisements. You acknowledge that message frequency will vary and that message and data rates may apply according to your mobile carrier's plan.

**Opt-Out and Support.** You may revoke your consent to receive promotional and marketing related SMS messages at any time by replying with the keyword STOP. 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 promotional and marketing related SMS messages from us. If you need assistance, text HELP for support, or contact [accountmanagement@taxprotectionplus.com](mailto:accountmanagement@taxprotectionplus.com).

**Your Consent.** You certify that you are the owner of the mobile phone number you are providing or have the mobile phone owner's permission to enroll the designated mobile phone number in the service.

**Hardware and Software Requirements.** To access, electronically sign and retain the Communications, you will need: an Internet connection; a valid email address that you have provided to us; a version of Edge, Chrome, Safari or Firefox that is currently supported by its publisher; a currently supported program that accurately reads and displays PDF files (such as Adobe Acrobat Reader); a computer or mobile device with an operating system capable of supporting all of the above (the mobile device should also be capable of receiving text messages); and sufficient storage space to save past Communications or an installed printer to print them.

**Updating Contact Information.** We will rely on the contact information that you provide to us. Whenever you change your email or mobile number, you agree to notify us via email at [accountmanagement@taxprotectionplus.com](mailto:accountmanagement@taxprotectionplus.com).

**Paper Copies/Withdrawing Consent.** We may always, in our sole discretion, provide you with Communications on paper, even if you have authorized electronic delivery. If you would like a paper copy of a Communication we previously sent you electronically, please contact us via email at [accountmanagement@taxprotectionplus.com](mailto:accountmanagement@taxprotectionplus.com) within a reasonable period of time after the delivery of the electronic Communication. If you would like to withdraw your consent to the use of electronic Communications you may also contact us at such email address by clearly stating that you are withdrawing your consent to electronic Communications. If you withdraw your consent, you will not be able to do business with us electronically, but the withdrawal will not affect any previously provided Communications or agreements. There is no cost to you to receive paper copies of any Communications. We may need to verify your identity before honoring your revocation of consent and/or sending paper copies of any Communication to the physical United States address you provide.

**Statement of Consent**

I have read the information about the use of electronic records, disclosures, notices, and email, and consent to the use of electronic records for delivery in connection with my agreement to the USER AGREEMENT. I have been able to view, download and print this USER AGREEMENT using my computer and software. I have an account with an Internet service provider, and I am able to send e-mail and receive e-mail with hyperlinks to websites and attached files. I also consent to the use of electronic records and electronic signatures in connection with my agreement to USER AGREEMENT with COMPANY in place of written documents and handwritten signatures.