

BFD Tax Terms and Conditions

The following terms and conditions are applicable to all Users of the BFD Tax Software and Services effective March 1, 2024 for all signed agreements including but not limited to the BFD Tax Software License Agreement and Service Commitment, a User has executed with BFD Tax effective for the 2024 Tax Season, as defined below.

a. Grant of Software License

- i. BFD Tax will provide Licensee a revocable, non-transferable and non-exclusive license to use the Software according to the SLA, provided Licensee complies with the restrictions set forth in Subsection 2(b) below. This License is conditional on timely payments. Licensee must agree to the End User License Agreement provided with the Software, whether installed or used online, before the transfer of the license is complete.
- ii. The transfer of the Software pursuant to these Terms and Conditions is licensed, not sold, and Licensee receives no title or ownership of the Software. Licensee receives no rights in the Software except as specifically granted in these Terms and Conditions. Licensee agrees to not
 1. modify, create derivative works from, or sublicense the Software,
 2. allow third parties to exploit the Software, or
 3. reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.
- iii. The use of the Software may require the use of ancillary third party programs. Licensee's use of these third-party programs may be governed by terms and conditions of a separate licensee agreement. BFD Tax makes no warranties with respect to these programs.

b. Providing and Usage of Services

- i. BFD Tax will provide Services and access to the Site according to the SLA.
- ii. BFD Tax will provide the professional and technical support services to Licensee by qualified personnel from BFD Tax's premises during regular and seasonal working hours.
- iii. Licensee agrees to use an Integrated Banking Partner to process all financial products associated with a return created in the Software and electronically filed via the Services. Licensee acknowledges that a breach of this section may violate the Taxpayer's right to privacy and disclosure of their tax return information to unauthorized third parties, and Licensee will indemnify BFD Tax from any and all damages arising out of such action. Taxpayers retain the right to designate an account for direct deposit of the refunds as required by law. BFD Tax will immediately terminate access to Software and Services in the event of a breach of this Section. Licensee holds BFD Tax harmless for the termination of

Software and Services for all damages if Software and Services are terminated under this Section. In the event BFD Tax gains knowledge that Licensee is using a non-integrated bank that is not compliant with all applicable laws and regulations, BFD Tax will immediately terminate access to Software and Services.

- iv. Providing Services is conditional on timely payments as outlined in Section 6 below. BFD Tax reserves the right to approve and accept Licensee for eligibility to receive specific Services.
- v. BFD Tax reserves the right to discontinue Services that in BFD Tax's judgment are no longer economically feasible or have become technologically out of date.

c. Grant of License to Use Client Data

- i. Licensee will provide BFD Tax an irrevocable, worldwide, temporary, nonexclusive, and royalty-free license to use, display, duplicate, modify, adapt, reproduce, reformat, and distribute Client Data in any form as necessary to effectuate the Services as designated in the SLA.

d. Delivery of Software and Documentation

- i. BFD Tax will use reasonable efforts to provide the Software as early as possible before the Tax Season begins. Due to delays by government entities, a specific date cannot be given.

e. Payments and Fees.

- i. You hereby acknowledge that BFD Tax utilizes a third-party bank to consummate some financial transactions. Client agrees to pay a service fee to BFD Tax for all funded bank products. Client agrees that said fees shall be withheld and deducted from the proceeds payable to the taxpayer.
- ii. Electronic filing fees, as specified in the Sales Order Form and payable under this Agreement, will be invoiced on a semi-monthly basis for the months of February, March and April and on a monthly basis for all other months, with payments due within 15 calendar days. BFD Tax shall have the right to restrict your account from the Software updates, and electronic funds center access until full payment is received for the software license fees or electronic filing invoices, if payment is not received within 15 calendar days of the invoice date.
- iii. BFD Tax will charge you a licensing fee in order to provide access to the Software ("License Fee"). The License Fee, when paid, is non-refundable and accrues on the first day of each term or successive renewal term until cancelled, regardless of whether or not you actually use the Services or software. The price for your use of the Services is established at the time you pay for it.
- iv. Notwithstanding the language in this paragraph, if a License resulted from a special introductory promotional offer, then the terms of that specific promotional offer shall control.

- v. Payments will be billed to you in U.S. dollars, and you will be charged when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.

You must pay with one of the following:

1. A valid credit card;
 2. A valid debit card; or
 3. A Cash Saver Loan provided by BFD Tax.
- vi. You hereby authorize BFD Tax to include Add-on Fees as specified in the Sales Order with each approved refund transfer bank product processed through a financial institution approved by BFD Tax ("Add-on Fees"). Add-on Fees shall be used by BFD Tax to pay for electronic filing fees and/or next year's software license fee. Any add-on Fees left over after all obligations have been satisfied shall be paid to you by June 30th of this Tax Season. A processing fee of \$100.00 will be assessed for any funds requested prior to Jun 30th of this Tax Season. The processing fee shall be waived if you renew the software license for an additional year.

You hereby certify that you will complete the bank product enrollment by Dec 23rd prior to this Tax Season and, if you fail to do so, the software license can be revoked.

- vii. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services. If your license expires and you wish to renew it and have full access to the data entered in the previously purchased license, BFD Tax reserves the right to charge a reinstatement fee to provide such access. A reinstatement fee is applicable if more than 7 calendar days passed between the license expiration and the license renewal.
- viii. You shall be responsible for payment of all applicable fees under the terms of this Agreement for any software you receive from BFD Tax regardless of whether or not you actually use the software.

f. Term

- i. BFD Tax holds a "Satisfaction Guaranteed" commitment. If Licensee is not satisfied with the performance of the Software and Services, Licensee may terminate the SLA with 24 hours written notice. Prior to transmitting a prior year tax return or the IRS authorization to begin transmitting current tax year returns, Licensee will be entitled to a full refund less a \$100 processing fee. Licensee will no longer be eligible for a refund after one of these two events occur, and any balance due for Software and Services already received will be payable immediately.
- ii. Except as prohibited by law, BFD Tax reserves the right to refuse or discontinue Software and Services to any Licensee without cause and provide a full refund of

any amounts paid by Licensee to BFD Tax for Software and Services minus the value of any Software and Services utilized. Licensee acknowledges that BFD Tax must have this right in order to preserve the integrity of BFD Tax's reputation within the industry and fulfill any requirements to prevent and/or prohibit fraud. Licensee holds harmless BFD Tax for any claim that may arise out of BFD Tax's termination of a Licensee's Software and Services. This Section does not limit BFD Tax's right to discontinue Software and Services without refund granted in other Sections of this Agreement.

- iii. Notwithstanding any other section in these Terms and Conditions, if either party breaches any part of these Terms and Conditions, the non-breaching party will give the breaching party ten (10) days written notice to cure the breach. If the breach is not remedied, the non-breaching party has a right to immediately terminate the SLA.

g. Provisions Related to Software and Services

- i. Licensee must meet the system requirements to properly use and receive the Software and Services. BFD Tax reserves the right to change the system requirements on an annual basis as required to improve the Software and Services and/or dictated by the Transmitter.
- ii. Licensee agrees to provide BFD Tax with accurate, current and complete information concerning Licensee and/or the business entity under which Licensee operates. If BFD Tax has reasonable grounds to suspect that such information is untrue or inaccurate, BFD Tax has an unconditional right to suspend or terminate Licensee's access to the Software and Services and the SLA.
- iii. Licensee will comply with all laws, regulations, policies and procedures of any government agency or Integrated Banking Partner. Licensee will indemnify BFD Tax from any liability arising as a result of Licensee breaching this Section and BFD Tax reserves the right to immediately terminate the Software and Services if BFD Tax has knowledge of a breach of this Section and inform applicable authorities to protect BFD Tax from liability of obligations made as an IRS authorized electronic filing provider.

h. Provisions Related to the Site

- i. BFD Tax reserves the right to modify or temporarily discontinue and replace the Site from time to time without prior notice or as dictated by the Transmitter.
- ii. Licensee agrees to indemnify and hold harmless BFD Tax for all Licensee User Content from which a claim arises or is related including injuries incurred by a third party and violations of rights of a third party. BFD Tax retains the right to post only User Content that BFD Tax finds in its discretion is permissible and to immediately remove, without notice, any material posted to the Site by Licensee. BFD Tax also retains the right to disclose any User Content as necessary to affect BFD Tax's rights, any third party's rights, or as otherwise required by law.

- iii. The Transmitter, in accordance with the Digital Millennium Copyright Act, has in place legally-mandated procedures regarding allegations of copyright infringement occurring on the Site. Following these procedures and any future procedures as mandated by law is not a breach of these Terms and Conditions.
- iv. Licensee agrees that any interactions including connection by hyperlinks, contractual obligations, and other transactions, with third parties via the Site are at Licensee's own discretion. Any agreements entered between Licensee and a third party via the Site will not be binding on BFD Tax. Licensee will indemnify and hold harmless BFD Tax for any claims arising from any such interaction. BFD Tax makes no warranties or representations of any third party.

i. Prohibited Activities

- i. Licensee agrees that the Software, Services, and Site will not be used to engage in any unlawful or potentially harmful activities including but not limited to the following:
 - i. the transmission of information or content infringing upon the rights of a proprietary or intellectual property right of a third party,
 - ii. the transmission of any files or applications containing any virus or software code designed to interrupt, destroy, or limit functionality of BFD Tax's systems or any third party's systems,
 - iii. the impersonation or misrepresentation of an affiliation with a third party,
 - iv. the posting of advertising or commercial content,
 - v. the interference or disruption of the use of the Software, Services, and Site by another authorized user,
 - vi. the harassment or illegal collection of personal data of users,
 - vii. use the Software and Services in a manner that is inconsistent with the legal requirements of preparing and filing tax returns and processing bank products, or
 - viii. use the Software and Services in a manner that discloses Customer Information to any third party not in privity of contract with BFD Tax.
- b. In the event that Licensee engages in one of the foregoing activities, or any other unlawful or harmful activity to BFD Tax or a third party, BFD Tax reserves the right to immediately suspend and revoke Licensee's access to the Software, Services, and Site without any refund. Licensee agrees to indemnify and hold harmless BFD Tax for any claims arising from a breach of this section.

10. Confidentiality

- a. Licensee agrees to the following in regards to BFD Tax's Confidential Information that Licensee may obtain as a result of the acceptance of these Terms and Conditions:
 - . keep BFD Tax Confidential Information in trust and confidence,

- i. not disclose BFD Tax Confidential Information to any third-party unless necessary to exercise rights conveyed by these Terms and Conditions, and
- ii. not use BFD Tax Confidential Information unless necessary to exercise the rights conveyed by these Terms and Conditions. A breach of this section will constitute a "misappropriation" within the meaning of Section 3426.1 (b) of the Texas Civil Code, and BFD Tax will be entitled to all damages claimable over and above contract damages allowed under the law.

11. Intellectual Property

- a. Licensee agrees that these Terms and Conditions do not give Licensee any right to use the intellectual property owned by BFD Tax or Transmitter unless necessary to exercise the rights conveyed by these Terms and Conditions. Licensee also agrees to refrain from using BFD Tax's trademarks and service marks, both registered and unregistered, as well as any word, phrase, or commercial symbol used by BFD Tax for the sale or rendering of its products and services without prior written permission from BFD Tax.

12. Consumer Protection Provisions

- a. Licensee agrees to be bound by any applicable provisions of BFD Tax's Privacy Policy concerning the disclosure of Customer Information and any other applicable information as it relates to BFD Tax's Software and Services.
- b. Licensee agrees to implement and maintain reasonable security measures to ensure the protection of Customer Information. Licensee also agrees to immediately notify BFD Tax if Licensee reasonably believes that a breach of this security system has occurred. Licensee agrees to indemnify BFD Tax for any claims arising as a result of a breach of Licensee's security system.
- c. Licensee agrees that violations of Section 13(b) might cause BFD Tax irreparable injury for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, BFD Tax will be entitled to injunctive relief against such breach or threatened breach, without proving actual damages or posting a bond or other security.
- d. Licensee agrees to hold harmless BFD Tax for any claims arising as a result of an interception of Customer Information by a third party while the Customer Information is being sent over interconnected local and wide-area networks.
- e. BFD Tax and Licensee mutually agree to comply with all applicable federal, state and local laws concerning the privacy and security of Customer Information, and all other consumer protection provisions including but not limited to the following:
 - . the Federal Trade Commission's Safeguards Rule,
 - i. the Texas Online Privacy Protection Act,
 - ii. the Texas Data Security Breach Notification Act,
 - iii. IRC § 7216. BFD Tax disclaims any liability arising out of Licensee's failure to comply with any federal or state law and regulation.

13. Miscellaneous Provisions

- a. BFD Tax and Licensee agree that Texas law and controlling U.S. federal law will govern any action related to the SLA, these Terms and Conditions, and any other documents, and no choice of law rule of any jurisdiction will apply. Licensee consents to the jurisdiction of the Texas State Court located in El Paso and the Federal District Court for the Central District of Texas. Each party agrees to pay their own fees and costs associated with any dispute.
- b. BFD Tax and Licensee agree that these Terms and Conditions apply to all signed, written documents during the effective period. These Terms and Conditions supersede the rights and responsibilities of both parties for any other terms and conditions and/or Agreements for any previous term or terms that are still outstanding.
- c. BFD Tax and Licensee agree that any amendment or waiver of these Terms and Conditions must be made in writing and signed by the conceding party. Either party's failure to insist on strict performance of any provision in these Terms and Conditions will not be construed as a waiver.
- d. BFD Tax and Licensee agree that if any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be illegal or unenforceable, the provision will be reformed and construed to be a valid, operative and enforceable provision while preserving its original intent. All of the terms in this document are severable, and the invalidity of any part of this document does not render invalid the remainder of the Terms and Conditions.
- e. BFD Tax and Licensee agree that either party may terminate the SLA upon ten (10) days written notice if there is any change in applicable federal and/or state law, regulation or ruling that makes the fulfillment of the SLA impossible, impractical, or illegal, or otherwise frustrates the purpose of the SLA, with the exception of changes that mandate electronic filing by federal and/or state governments. This exception is an acknowledgement by both parties that these changes are anticipated.
- f. These Terms and Conditions, along with the SLA, will inure to the benefit of the parties, as well as their affiliates, subsidiaries, and respective successors and assigns. All references to Licensee in these Terms and Conditions include its parent companies, sister companies, and any respective subsidiaries, affiliates, directions, officers, employees, contractors, and agents.
- g. Licensee may assign its rights under these Terms and Conditions to any party without notice to BFD Tax. If Licensee has any significant change in operation or control of the duties under these Terms and Conditions, Licensee must give BFD Tax written notice within 10 days of the change in operation or control, and BFD Tax will have 10 days to terminate this agreement with or without cause.

14. Notices

- a. All notices to Licensee will be in writing and delivered to the most recent mailing address provided to BFD Tax by Licensee. If an urgent matter arises, BFD Tax retains the right to use the primary email address provided by Licensee.
- b. All notices to BFD Tax concerning the SLA or these Terms and Conditions must be in writing and delivered to the following:

BFD Tax
6070 Gateway Blvd East
El Paso, TX 79905

- c. All notices will be considered made on the date of delivery. Each party is responsible for giving the other party notice of a change of mailing or email address.

15. Representations and Warranties

- a. BFD Tax represents that it has a right to license and provide the Software and Services as described in these Terms and Conditions.
- b. BFD Tax warrants merchantability and fitness for a particular purpose for the Software and Services as described in these Terms and Conditions.
- c. BFD Tax represents, as is to BFD Tax by the Transmitter, and warrants that it has and will continue to use commercially reasonable efforts to ensure that the Software, Services, and Site will not disrupt, damage, or interfere with the use of computers or related systems. BFD TAX DOES NOT WARRANT AGAINST ANY INTRUSION BY THIRD PARTIES.
- d. BFD Tax represents and warrants that it has and will use commercially reasonable efforts to ensure that the Software and Services comply with all applicable laws.
- e. In the event of a breach of warranty in this Section, notwithstanding breach committed by Transmitter, Licensee will give BFD Tax ten (10) days to cure the breach. If BFD Tax is able to cure the breach, no other remedy is available to Licensee. If BFD Tax is unable to provide a remedy, BFD Tax will refund Licensee for the initial cost of Software, and the SLA will immediately terminate. No refund for Services already received will be offered. This refund is the sole remedy and BFD Tax's entire liability for a breach of such warranty.

16. Warranty Disclaimers

- a. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THE PREVIOUS SECTION 16, BFD TAX MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED. ALL OTHER WARRANTIES INCLUDING STATUTORY AND PROPRIETARY RIGHTS, ARE DISCLAIMED TO THE FULLEST EXTENT OF THE LAW. BFD TAX DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OPERABILITY, OR PERFORMANCE OF THE SOFTWARE,

SERVICES, AND SITE. BFD TAX DISCLAIMS ANY WARRANTIES FOR INFORMATION OR ADVICE OBTAINED THROUGH THE SITE.

17. Limitation of Liability

- a. BFD TAX'S LIABILITY ARISING OUT OF OR RELATED TO THE SLA, ANY OTHER AGREEMENT TO WHICH THESE TERMS AND CONDITIONS APPLY, OR THESE TERMS AND CONDITIONS WILL NOT EXCEED THE ANNUAL LICENSE FEE FOR THE SOFTWARE.
- b. IN NO EVENT WILL PROVIDER BE LIABLE TO RECIPIENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIALIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SLA OR THESE TERMS AND CONDITIONS.
- c. THE LIABILITIES LIMITED BY THIS SECTION APPLY TO
 - . LIABILITY FOR NEGLIGENCE,
 - i. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE,
 - ii. EVEN IF BFD TAX IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, AND
 - iii. EVEN IF LICENSEE'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of this section, BFD Tax's liability is limited to the maximum extent permitted by law.
- d. BFD TAX DISCLAIMS ANY AND ALL LIABILITY INCURRED BY LICENSEE OR A THIRD PARTY AS A RESULT OF A SUBLICENSE OF THE SOFTWARE OR THE USE OF SERVICES UNDER A SUBLICENSE. LICENSEE AGREES TO INDEMNIFY AND HOLD BFD TAX HARMLESS FOR ANY CLAIMS ARISING FROM A SUBLICENSE OR THE USE OF SERVICES UNDER A SUBLICENSE. LICENSEE ALSO AGREES TO ASSUME ALL LIABILITY FOR INJURIES TO BFD TAX ARISING FROM SUCH SUBLICENSE OR USE OF SERVICES UNDER A SUBLICENSE.

Supplemental BFD Tax® Terms and Conditions

The following terms and conditions are also applicable to Users of the BFD Tax Software and Services effective March 1, 2015 for all agreements effective for the 2016 Tax Season if the User has selected any of the following types of Software or Services. These terms are supplemental only, and all of the terms and conditions above are also applicable to these specific Software and Services.

18. Reseller Terms and Conditions

19. Additional Definitions

- a. "Licensee Affiliates" refer to the customers of a Licensee who has ordered and agreed to the pricing and terms to sublicense the Software and Services.

20. Licensee Affiliate Terms and Conditions

- a. Licensee is fully responsible for Licensee Affiliates' compliance with all Terms and Conditions contained within this document as they are applicable to Licensee Affiliate's sublicense and any other rights or responsibilities granted to Licensee Affiliate under these Terms and Conditions.

21. Additional Permissions with License

- a. In addition to the permissions offered with the license granted in Section 2 above, BFD Tax will also provide to Licensee a right to sublicense to Licensee Affiliates only those rights granted to Licensee in Subsection 2(a) above and according to the SLA. Licensee will enter an enforceable agreement with all Licensee Affiliates that includes the following language "Licensee Affiliate [or other designation of Licensee Affiliate] agrees to use Integrated Banking Partners for all returns process with the Software that are accompanied by a financial product. A breach of this Section will cause License Affiliate's Software and Services to be terminated immediately. Licensee Affiliates holds all parties harmless for the termination of Software and Services for all damages if Software and Services are terminated under this Section."
- b. BFD Tax reserves the right to refuse Software and Services to any Licensee Affiliate, at any time, except as prohibited by law. Licensee acknowledges that BFD Tax must have this right in order to preserve the integrity of BFD Tax's reputation within the industry and fulfill any requirements to prevent and/or prohibit fraud. Licensee acknowledges its responsibility to not provide Software and Services to any business or individual not authorized to operate in the tax return preparation industry. Licensee holds harmless BFD Tax for any claim that may arise out of BFD Tax's termination of a Licensee Affiliate's Software and Services.

22. Providing and Usage of Services to Licensee Affiliates

- a. Machine-readable services only will be provided to Licensee Affiliates. All other services are reserved for Licensee's use only, except under the condition below.
- b. Licensee may receive technical support services for Licensee Affiliates for an additional cost at the sole discretion of BFD Tax.
- c. Licensee is responsible for professional services including installation, supervision, management, training, and any other support of the Software and machine-readable services by Licensee Affiliates. Licensee will use best efforts in providing these specific services to Licensee Affiliates. Breach of this section will give BFD Tax the right to terminate the SLA on ten (10) days written notice without opportunity to cure.

23. Provisions Related to Software and Services

- a. Licensee agrees to provide BFD Tax with accurate, current and complete information concerning Licensee Affiliate and/or the business entity under which

Licensee Affiliate operates. Licensee acknowledges and agrees that Section 23 does not apply to any Licensee Affiliate for which Licensee has not complied with this requirement.

- b. BFD Tax and Licensee both acknowledge that both parties will be actively marketing and promoting the Software and Services to the same market pool. Licensee agrees that any market or promotional activities engaged to promote the sales of BFD Tax's Software and Services will be done in a manner consistent with BFD Tax's professional objectives and contain no false or misleading statements. All promotional materials must adhere to the BFD Tax Partner Branding Guidelines and the BFD Tax Partner Messaging Platform. BFD Tax reserves the right to make changes to these documents with thirty (30) days notice to Licensee. If Licensee breaches this section, BFD Tax must give ten (10) day's notice to cure. If the breach is not cured in this time, BFD Tax may terminate the SLA with no further notice. If Licensee breaches this section a second time, BFD Tax may terminate the SLA with ten (10) day's notice and no opportunity to cure.
- c. BFD Tax agrees not to directly solicit or directly provide the Software and Services to any known Licensee Affiliate. BFD Tax will immediately notify Licensee when BFD Tax has actual knowledge that a Licensee Affiliate intends to use Software and Services directly purchased from BFD Tax. BFD Tax may not have actual knowledge until the Licensee Affiliate commences the bank enrollment process. Licensee will have ten (10) days to remedy the situation with Licensee Affiliate. If Licensee Affiliate is dissatisfied with Licensee, and the situation cannot be remedied, then BFD Tax will have the right to provide Software and Services to that Licensee Affiliate. BFD Tax will not be in breach of this provision for indirectly soliciting and selling the Software and Services in a mass market effort, talking to a Licensee Affiliate at a trade show or other industry forum, or by talking or writing to a Licensee Affiliate who has contacted BFD Tax by phone or email. Licensee Affiliate acknowledges and agrees that if BFD Tax provides Software and Services to a known Licensee Affiliate in breach of this Section, contract damages only are available, and no claim of tortious interference with a contract or any other claim will be available.

Website and Web App

1. Agreement

- a. Copyright of finished product produced and provided by BFD Tax will be owned by BFD Tax Software. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of BFD Tax. BFD Tax retains the right to display graphics and other web elements as examples of their work in their respective portfolio. All projects may contain a copyright/legal statement with a link to BFD Tax contact information. Client understands that any Web Applications will contain copyright information about BFD Tax.

2. Terms and Conditions

- a. Client agrees that any Web Applications provided by BFD Tax is provided so long as the Client continues to utilize the services from BFD Tax. Client agrees that once the service is terminated, BFD Tax reserves the right to remove any Web Development Projects from the server, furthermore, BFD Tax may remove any Web Applications. Client agrees that no data located within any of the services provided by BFD Tax will be destroyed once the services have been terminated.
- b. BFD Tax reserves the right to remove any content until final payment has been rendered should the Client default on final payment. In case collection proves necessary, the Client agrees to pay all fees incurred by this process. Client agrees that regardless of the place of origin of this agreement for the purposes of venue, this agreement was entered in El Paso, TX and any dispute will be litigated or arbitrated in El Paso, TX, and the Client hereby consents to personal jurisdiction of the Texas State Courts. Furthermore, the Client waives any right to or claim sovereign immunity.

3. Notice

- a. Notwithstanding anything to the contrary contained in this agreement, neither BFD Tax Software, nor any of its employees or agents, warrant that the functions contained in the project will be uninterrupted or error-free. In no event will BFD Tax be liable to the Client or any third party for any damages including, but not limited to, service interruptions caused by Acts of God, the Hosting Service Provider or any other circumstances beyond our reasonable control. This includes any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this project, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if BFD Tax has been advised of the possibility of such damages.