

**TAX PROTECTION PLUS WISP TOOL
TERMS OF SERVICE (TERMS)
LAST UPDATED: JULY 20, 2024**

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, "USER", "you" and "your" means you as the user of the Services. If you use the Services on behalf of a company or other entity then "you" includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity's behalf. "COMPANY", "we", "us" and "our" means Tax Protection Plus, LLC.

1. The "Services":

As a part of the Services, you can input information ("Input") into the COMPANY written information security plan ("WISP") Tool, and the COMPANY WISP Tool will generate a draft WISP based on your Input ("Output"). Your use of the COMPANY WISP Tool, including any Output, is subject to the terms and conditions of this Terms of Service. Any Input will be deemed "Your Content" under these Terms. You may not direct the Services to generate any Output in violation of any applicable intellectual property right, contractual restriction, or other law. By submitting any Input through the Services, you represent that you have obtained all rights, licenses, consents, permissions, power and/or authority necessary to submit and use (and allow us to use) such Input in connection with the Services. You represent and warrant that your submission of Input in connection with your use of the Services, including to generate Output, will not breach any law or any third party's terms and conditions associated with such Input.

2. ELIGIBILITY: You must be 18 years of age or older to use the Services. Children under the age of 18 are not permitted to use the Services. By using the Services, you represent and warrant that you meet these requirements.

3. AUTHORIZATION: We hereby permit you to use the Services, provided that you comply with these Terms in connection with all such use. By agreeing to these Terms, you will be enrolled as an Organization Member of the American Advantage Association; You fully understand and agree that COMPANY is not providing legal advice or services; you understand that COMPANY makes no guarantees or warranties that the draft WISP generated within the Services meets the regulatory or compliance requirements you may be subjected to; and you understand you are solely responsible for the final WISP you elect to implement.

If any software, content or other materials owned or controlled by us are distributed to you as part of your use of the Services, we hereby grant you, a non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content and materials provided to you as part of the Services and right to download a copy of a draft WISP onto your applicable equipment or device, in each case for the sole purpose of enabling you to use the Services as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that COMPANY, in its sole discretion, may elect to take.

You may not do any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so: download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms; duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same; use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services; use automation software (bots), hacks, modifications (mods)

or any other unauthorized third-party software designed to modify the Services; exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation; access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same; attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services; circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services; use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, "mines," scrapes, extracts, or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same; introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems; submit, transmit, display, perform, post or store any content that is unlawful, defamatory, obscene, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, abusive, hateful, or cruel, or otherwise use the Services in a manner that is obscene, excessively violent, harassing, hateful, cruel, abusive, pornographic, inciting, organizing, promoting or facilitating violence or criminal activities; violate any applicable law or regulation in connection with your access to or use of the Services; or access or use the Services in any way not expressly permitted by these Terms.

4. INDEPENDENT CONTRACTOR; USER'S SUBCONTRACTORS:

The parties agree that USER is an independent contractor. Nothing contained in these Terms 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 how it conducts its business. However, COMPANY may, from time to time, prescribe reasonable rules and regulations respecting USER'S use of the Services. All costs and expenses incurred by USER in using the Services 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.

5. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND REQUIREMENTS: USER shall comply with and adhere to all applicable federal, state, and local laws, rules and regulations, governing its services.

6. OWNERSHIP AND CONTENT:

6.1 Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the COMPANY and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content (other than Your Content), including, without limitation, the exclusive right to create derivative works.

6.2 Ownership of Trademarks. The Company's name, trademarks, logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

6.3 Your Content: In connection with your use of the Services, you may be able to input, post, upload, or submit content to be made available through the Services (collectively with Input, "Your Content"). As between the Company and you, the Company does not claim any ownership in Your Content; provided that, the Company or its affiliates and their respective licensors own and will continue to own the Services and any and all other software or technology that was used to generate any Output.

In order to operate the Service, we must obtain from you certain license rights in Your Content so that actions we take in operating the Service are not considered legal violations. Accordingly, by using the

Service and inputting Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify Your Content to operate, improve, promote and provide the Services, including to reproduce, transmit, display, publish and distribute Output based on your Input. By agreeing to these Terms, you also grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify Your Content for the following purposes:

- **Product and Service Recommendations:** you authorize the COMPANY to analyze Your Content to identify products and/or services that may be appropriate or beneficial for you. This may include, but is not limited to: Analyzing your usage patterns, preferences, and behaviors; Comparing your data with product and service specifications; and using algorithms and machine learning to generate personalized recommendations.
- **User Communication:** You grant us permission to contact you through various channels (including email, telephone, text message, or in-app notifications) to: Inform you about products and services that may be of interest to you; Provide information about new features or offerings; and share promotional content related to your possible interests or needs.
- **Aggregated Data Analysis:** you authorize us to combine Your Content with data from other users to conduct statistical analysis, including but not limited to: market research and trend analysis; product and service development; improvement of user experience and service offerings; and Creation of anonymized and aggregated reports.

You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations.

To the fullest extent permitted by applicable law, the Company reserves the right, and has absolute discretion, to remove, screen, edit, or delete any of Your Content at any time, for any reason, and without notice. By inputting, posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

7. DISCLAIMERS: Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the "Company Entities") DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility with any other application or any particular system or device; (d) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (e) the deletion of, or the failure to store or transmit, Your Content and other communications maintained by the Services. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

You acknowledge that the Services may generate Output containing incorrect, biased, or incomplete information. The Company shall have no responsibility or liability to you for the infringement of the rights of any third party in your use of any Output. You should not rely on the

Services or any Output for advice of any kind, including legal, investment, financial or other professional advice. Any Output is not a substitute for advice from a qualified professional.

THE COMPANY ENTITIES TAKE NO RESPONSIBILITY AND ASSUME NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES, INCLUDING ANY OUTPUT.

8. LIMITATIONS OF LIABILITY:

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES (INCLUDING ANY OUTPUT) OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, OUTPUT, OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES OR OUTPUT. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. INDEMNIFICATION: By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services; (d) Your Content; or (e) your negligence or willful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

10. UPDATING THESE TERMS: We may modify these Terms from time to time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms. No amendment shall apply to a dispute for which an arbitration has been initiated prior to the change in Terms.

11. TERMINATION OF LICENSE: If you breach any of the provisions of these Terms, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If the Company deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. In the event of Account deletion for any reason, the Company may, but is not obligated to, delete any of Your Content. The Company shall not be responsible for the failure to delete or deletion of Your Content. All sections which by their nature should survive the termination of these

Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

12. INJUNCTIVE RELIEF: You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

13. ARBITRATION: Any disputes or disagreements arising out of or relating to this Terms, 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).

14. MISCELLANEOUS: If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the laws of the State of North Carolina, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in the Arbitration Section of these Terms, or if arbitration does not apply, then the state and federal courts located in Winston Salem, North Carolina.

15. CONSENT TO ELECTRONIC COMMUNICATIONS: By agreeing to the terms of this Consent to Electronic Communications ("Consent"), you consent 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.

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.

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 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 Terms. I have been able to view, download and print this Terms of Service 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 this Terms of Service with COMPANY in place of written documents and handwritten signatures.

16. ENTIRE UNDERSTANDING: This Terms of Service 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.