

Legal

Terms of Use

YOUR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS. Use of this Website includes accessing, browsing and registering. Please read these terms and conditions carefully before you use this Website, as these terms and conditions will apply to your use. If you do not agree with any of these terms, please do not use this Website. If you have any questions about these terms, please contact Corporate Headquarters at 800-927-9800 or at csrcontact@cscinfo.com.

The Tax Compliance Inc. ("TCI") Website found at www.appealtrack.com (the "Website") is a service made available by TCI, and all content, information and software ("Content") provided on or through the Website may be used solely under the following terms and conditions ("Terms of Use").

TCI is a privately held corporation, incorporated in Delaware, and is located at 13500 Evening Creek Drive N, Suite 500, San Diego, CA, 92128, United States of America.

You are responsible for making all arrangements necessary for you to have access to our Website. You are responsible for ensuring that all persons who access our Website through your Internet connection are aware of these Terms of Use and that they comply with them.

1. **Website License**

TCI or third parties granting rights to TCI hold all right, title, and interest in and to the materials on this Website. As a user of this Website, you are granted a nonexclusive, nontransferable, revocable, limited, personal license to access and use the Website in accordance with these Terms of Use. You may print off one copy and may download extracts of any pages from our Website for your personal use and you may draw the attention of others within your organization to Content posted on our Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of Content on our Website must always be acknowledged. You must not use any part of the Content on our Website for commercial purposes without obtaining a license to do so from us or our licensors. TCI may terminate this license at any time for any reason. This limited license terminates automatically, without notice to you, if

you breach any of these Terms of Use. Upon termination, you must immediately destroy any downloaded or printed materials.

2. Limitations on Use

Use of the Content on this Website is limited to lawful business purposes including the filing of documents with state offices. You may not reverse engineer, disassemble, rent, lease, loan, sell, sub-license, or create derivative works from the Website or Content. You may not use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, or other automatic device or manual process to monitor or copy the Website or Content without TCI's prior written permission. You may not copy, download, perform, modify, edit, alter, enhance, reproduce, republish, distribute, display or transmit all or any portion of the Website in any manner, except to the extent expressly permitted by these Terms of Use. You may not use or otherwise export or re-export the Website or any portion thereof, the Content or any software available on or through the Website in violation of the export control laws and regulations of the United States of America. Any unauthorized use of the Website or its Content is prohibited.

3. Not Legal Advice

Nothing in the Web Site is intended to create an attorney-client relationship. The Content of this Web Site and any publications included in the Web Site should not be deemed legal advice, and you should not rely on any part of the Web Site as legal advice related to your particular circumstances. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Web Site. Your use of the Web Site does not form an attorney-client relationship. The Content is provided for informational purposes only. The completeness, adequacy or currency of the Content is not warranted or guaranteed. Use of the information on the Web Site or materials linked from the Web Site is at your own risk.

4. Intellectual Property Rights and Uploading to our Web Site

We are the owner or the licensee of all intellectual property rights in our Website and in the material published on it.

Except as expressly provided in these Terms of Use, you have no right, title or interest (and no copyright, trademark or other intellectual property right) in or to the Website or any of its Content. You agree that the Website and its Content are protected by copyright, trademark, service mark, patent or other proprietary rights and laws. All such rights are reserved.

Any content you upload to our Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such Content for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible or liable to any third party for the content or accuracy of any content posted by you or any other user of our Website.

We have the right to remove any posting you make on our Website in our sole discretion.

The views expressed by other users on our Website do not represent our views or values.

5. Linking to the Web Site

You may provide links to this website provided you do so in a fair and legal way. You may not remove or obscure, by framing, mirroring or otherwise, any portion of the Website. You will discontinue providing links to the Website if requested by TCI.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our homepage in any website that is not owned by you.

We reserve the right to withdraw linking permission without notice.

6. Registration

Certain sections of the Website require you to register. If registration is requested, you agree to provide TCI with accurate, complete registration information. It is your

responsibility to inform TCI of any changes to that information. Each registration is for a single person only, unless specifically designated otherwise on the registration page. TCI does not permit any other person using the sections under your name or access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use and for protecting the security of your username and password.

We have the right to disable any username or password at any time if in our reasonable opinion you have failed to comply with any of the provisions of these terms and conditions.

If you know or suspect that anyone other than you knows your username or password, you must promptly notify us.

7. Errors and Corrections

TCI does not represent or warrant that the Website is error free or free of viruses or other harmful components, or that defects will be remedied. TCI does not warrant or represent that the information available on or through the Website will be correct, accurate, timely or otherwise reliable. TCI may make improvements and/or changes to features, functionality or Content on the Website at any time. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or due to your downloading of any Content from it, or on any website linked to it.

You are responsible for configuring your information technology, computer programs and platform in order to access our Website. You should use your own virus protection software.

You must not misuse our Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of-service attack.

8. Third-Party Content

Third-party content may appear on the Website or may be accessible via links from the Website. You acknowledge that TCI is providing these links or third-party content to you only as a convenience, and you agree that TCI has no liability, obligation or responsibility for any correspondence, purchase or promotion between you and any third party with a link on the Website, or for any content or links displayed on such sites to which you may be linked. TCI is not responsible for and assumes no liability for any mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third-party content appearing on the Website. You understand that the information and opinions in the third-party content are neither endorsed by nor do they reflect the opinions or beliefs of TCI.

9. Disclaimer

Your use of the Website is at your own risk. The Website may include inaccuracies or errors that may affect the quality of the Content on the Website. TCI does not warrant the accuracy or timeliness of the Content and has no liability for any errors or omissions in the Content, whether provided by TCI or by a third party.

We do not guarantee that our Website, or any Content on it, will always be available or be uninterrupted. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. We will not be liable to you if for any reason our Website is unavailable at any time or for any period.

THE WEBSITE IS PROVIDED ON AN "AS IS" AND "WHERE IS" BASIS, WITHOUT ANY WARRANTY. TCI MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE WEBSITE, INCLUDING BUT NOT LIMITED TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY CONTENT, INFORMATION, PRODUCT OR SERVICE CONTAINED ON THE WEBSITE, AND EXPRESSLY DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. TCI DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND WHETHER IN CONTRACT, TORT,

BREACH OF STATUTORY DUTY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM OR CONNECTED WITH THE WEBSITE, INCLUDING BUT NOT LIMITED TO YOUR USE OF THE WEBSITE OR YOUR INABILITY TO USE THE WEBSITE, EVEN IF TCI HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE. TCI WILL NOT BE LIABLE FOR LOSS OF PROFITS, SALES, BUSINESS OR REVENUE; BUSINESS INTERRUPTION; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE RESULTING FROM YOUR USE OF THE WEBSITE. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

10. Limitation on Liability

TCI SHALL NOT BE LIABLE FOR ANY INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THE WEBSITE. TCI SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING ATTORNEY FEES, IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE USE OR INABILITY TO USE THE WEBSITE OR THE CONTENT.

Nothing in these terms and conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

11. Unlawful Activity

TCI reserves the right to investigate complaints or reported violations of the Terms of Use and to take any action we deem appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary to such persons or entities relating to user profiles, email addresses, usage history, posted materials, IP addresses and traffic information. You acknowledge that TCI will have the right to report to law enforcement authorities any action that may be considered illegal, as well as any reports it receives of such conduct. When requested, TCI will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity.

12. Remedies for Violations

TCI reserves the right to seek all remedies at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular Internet address to TCI's Website and its features.

13. Governing Law and Jurisdictions

The Terms of Use are governed by and construed in accordance with the laws of the United States of America and the State of Delaware, without reference to conflicts of law principles of any jurisdiction. You agree to submit to the jurisdiction of the courts located in the State of Delaware for resolution of all disputes arising from or related to these Terms of Use and/or your use of the Website.

14. Local Laws, Export Control

TCI controls and operates the Website from within the United States and makes no representation that the Content, services or information is appropriate or will be available for use in other locations. Unless otherwise explicitly stated, all marketing or promotional materials found on this Website are solely directed to individuals, companies or other entities located in the United States. If you use this Website from outside the United States, you are entirely responsible for compliance with applicable local laws, including but not limited to export and import regulations.

15. Severability of Provisions

These Terms of Use incorporate by reference any notices contained on the Website, including without limitation the company's [Privacy Policy](#). The Terms of Use constitute the entire agreement with respect to access to and use of the Website. If any provision of these Terms of Use is unlawful, void or unenforceable then that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining portion of these Terms of Use.

16. Modification to Terms of Use

TCI reserves the right to change these Terms of Use at any time by updating this posting. Updated versions of these Terms of Use will appear on the Website and are effective immediately. You are responsible to view these Terms of Use regularly.

Continued use of the Website after any such changes constitutes your consent to such changes.

However, please note that any of the Content on our Website may be out of date at any given time and we are under no obligation to update it. We do not guarantee that our site, or any Content on it, will be free from errors or omissions.

17. Trademarks

The TCI logo, all product names, regardless of whether they appear with capital letters or with a trademark symbol, and all products denoted with TM, SM or ® are trademarks or registered trademarks of TCI, Inc., its affiliated companies, or its licensors or joint venture partners. Nothing contained on this site should be construed as granting any license or right to use any trademark displayed on this site without the express written permission of TCI or such third party that may own the trademark.

Additional Items

- [Privacy Policy](#)