

## TERMS OF USE

This Terms of Use Agreement ("Agreement") is a contract between you and Brass Taxes Inc., a corporation organized under the laws of the state of New York, located at 1000 Dean St. Suite 204, Brooklyn, New York, 11238 ("Brass Taxes", "us" or "we"), and you should carefully read this Agreement before using our website at <https://brasstaxes.com/> (the "Website"). We are willing to provide you with access to our Website only on the condition that you accept all of the terms and conditions contained in this Agreement. By accessing or using our Website, you agree to be bound by this Agreement and all of its terms without change. If you are using our Website on behalf of a company or organization, such company or organization will also be considered a party to this Agreement. IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT ACCESS THE WEBSITE OR ANY SERVICES OR INFORMATION PROVIDED ON OR THROUGH THE WEBSITE.

If you are under the age of 13, you may not use this Website.

Your use of our Website is subject to the additional disclaimers and notices that may appear throughout the Website. If you use any of our products or services, you are subject to any applicable agreements ("Supplemental Agreements") and any posted guidelines or rules applicable to such products or services. All such guidelines, or rules, are hereby incorporated by reference into this Agreement. Where a conflict exists between this Agreement and any of the Supplemental Agreements, the provisions of the applicable Supplemental Agreement shall govern.

Neither Brass Taxes nor its representatives are engaged in rendering legal services or other such advice.

We are not providing investment advice through the Website, and the material on the Website should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities of Brass Taxes or its affiliates.

Brass Taxes and its representatives assume no responsibility for any consequence based on the information, services or other material on our Website. While we strive to keep the information on this Website accurate, complete and up-to-date, Brass Taxes and its representatives cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness or timeliness of the information or services on the Website.

If at any time you are not happy with the Website or object to any content within the Website, your sole remedy is to cease using the Website.

## **DISCLAIMER OF WARRANTIES**

Except as expressly provided otherwise in an applicable Supplemental Agreement, we disclaim any and all responsibility or liability for the timeliness, sequence, quality, accuracy, content, completeness, legality, reliability, operability or availability of information or material contained on the Website. The Website may contain inaccuracies or typographical errors. We disclaim any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material in respect of the Website or the use thereof. Any communications sent to you via the Website or otherwise from us (including without limitation in the form of newsletters, electronic mail, in person or via telephone), and the contents of the Website (including without limitation any financial market data and tax information) are provided for informational and educational purposes only and are not intended to provide legal, investment, tax or accounting advice and should not be relied upon in that regard. Your financial and tax situation may be unique and therefore you should independently consult a tax advisor.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN OR IN AN APPLICABLE SUPPLEMENTAL AGREEMENT, ALL SERVICES AND INFORMATION OFFERED ON THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE EXPRESSLY DISCLAIMED. WE AND OUR DATA PROVIDERS DISCLAIM ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE PRODUCTS AND SERVICES OFFERED ON THE WEBSITE OR RECEIVED THROUGH ANY LINKS PROVIDED ON THE WEBSITE, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH THE WEBSITE OR THROUGH ANY LINKS PROVIDED ON THE WEBSITE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES AND INFORMATION IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES OR CLAIMS, INCLUDING WITHOUT LIMITATION ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA, THAT RESULTS FROM DOWNLOADING OR OTHERWISE OBTAINING SUCH MATERIAL.

Some states do not allow the exclusion of implied warranties, so these exclusions may not apply to you.

## **LIMITATION OF LIABILITY**

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN OR IN AN APPLICABLE SUPPLEMENTAL AGREEMENT, IN NO EVENT SHALL WE OR ANY OF OUR DATA PROVIDERS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING OR MANAGING THE CONTENT OR OPERATIONS OF THE WEBSITE (COLLECTIVELY THE "WEBSITE PROVIDERS"), BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOST REVENUES, LOST PROFITS, LOST OPPORTUNITIES, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE WEBSITE, ANY COMMUNICATIONS SENT TO YOU VIA THE WEBSITE OR OTHERWISE FROM US (INCLUDING WITHOUT LIMITATION IN THE FORM OF ELECTRONIC MAIL OR VIA TELEPHONE), OR INFORMATION AVAILABLE FROM THE WEBSITE, EVEN IF ANY ONE OF OR ALL OF THE WEBSITE PROVIDERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO US FOR THE SUBJECT SERVICES OR \$100, WHICHEVER IS GREATER.

## **PERSONAL AND NONCOMMERCIAL USE AND LICENSE**

We may provide users with online tax preparation products and services and tax preparation information ("services and information") for personal, non-commercial use. We grant you access to the Website during the term of this agreement solely to receive the services and information. These services and information may be available only in certain jurisdictions and are void where prohibited by law. Your eligibility for any of our particular products and services is subject to our final approval and acceptance.

Except as expressly provided otherwise in an applicable Supplemental Agreement, we grant you a personal, limited, revocable, non-transferable and non-exclusive license to display on your computer, print, download and use screen displayed text, audio clips, video clips and other such content that is made available to you on the Website, solely for your own non-commercial, personal purposes necessary to receive the services and information provided on the Website, provided that: (i) you do not (and do not allow any third party to) modify or create a derivative work of any such content; and (ii) you include with and display on each copy of such content the associated copyright notice. No other use is permitted. Without limiting the generality of the foregoing, you may not: (i) include such content in or with any product or service that you create or distribute; (ii) include such content on another

Internet website; (iii) reproduce, duplicate, copy, sell, rent, resell or exploit for any commercial purposes any portion of the Website, use of the Website, or access to the Website; or (iv) establish hyperlinks to any page other than the home page of the Website or create any frame containing any portion of the Website, on any other website or text document with hyperlink capabilities. Further, you may not direct any other person to do any of the foregoing. You agree not to access the Website by any means other than through a commercially available web browser. You will not access or attempt to access password protected, secure or non-public areas of the website without our prior written permission. You will comply with all privacy laws.

## **USER RESPONSIBILITIES**

You are responsible for your use of your Internet browser, the Website, and the services and information provided on the Website. We are not responsible for deletion of data, timeliness of services, or the failure to store any of your data or personalization settings.

## **RESTRICTIONS ON USE OF MATERIALS ON SITE**

All material on the WebSite, including all files, images, text, software, and data, are the property of Brass Taxes. These materials are licensed to you for your personal, non-commercial use. You may download, print, or view these materials on your personal computer, provided you do not delete or change any of the information, including copyright and trademark notices.

You may not modify, reverse-engineer, disassemble, redistribute, republish, upload, or re-use any of the text, graphics, or other materials on the WebSite without our written permission.

## **YOUR ACCOUNT**

There may be portions of the Website that require you to create a user account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your password or account, or any other breach of security of which you are aware, and to ensure that you properly close out of your account at the end of each session. We may, in our sole discretion, terminate your password, account (or any part thereof) or use of the Website at any time and for any or no reason. Brass Taxes will not be liable to you or any third party for any termination of your access to the Website. If your status as a user of this Website is terminated, you will (i) stop using the Website and any information obtained from the Website, and (ii) destroy all copies of your account information, password and any information obtained from this Website.

You represent and warrant that any information you provide to us through the Website will be accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete as of the date the information was provided, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right, without limitation, to suspend or terminate any of your accounts and to refuse any and all current or future use of the Website (or any portion thereof) and the services and information provided on the Website.

## **CONFIDENTIAL INFORMATION**

You agree that you will not disclose our Confidential Information to any person or entity, other than as necessary to use the services and information provided on the Website. You will not use or permit the use of any Confidential Information except as necessary in connection with the services and information. You shall use at least the same degree of care in safeguarding the Confidential Information as you use in safeguarding your own confidential information, but in no event shall you use less than due diligence and care. "Confidential Information" means all information or material which: (i) is obtained from password protected portions of the Website or (ii) (A) is marked "Confidential," "Restricted," or other similar marking, (B) is known by the parties to be considered confidential, or (C) is or should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment.

## **NO UNLAWFUL OR PROHIBITED USE**

If you are under the age of 13, you may not use this Website.

As a condition of your use of this Website, you warrant to Brass Taxes that you will not use this Website for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use this Website automatically ends.

You may not, without our prior written permission, use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this Website or accessed through this Website. You may not republish Brass Taxes content or other content from this Website on another website or use in-line or other linking to display such content without our permission. You may not introduce viruses, spyware or other malicious code to this Website. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our Website is virus free.

## **LINKS TO THIRD PARTY SITES**

This Website may contain hyperlinks to websites operated by parties other than Brass Taxes or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because our privacy policy is applicable only when you are on our Website, once linked to another website, you should read that site's privacy policy before disclosing any personal information. Where we are offering our own content on or through third party sites (whether by linking, framing or otherwise), your use or display of that content shall be subject to this Agreement unless a specific Supplemental Agreement is applicable to the use or display of that content.

## **TRANSACTIONS WITH THIRD PARTIES**

Your correspondence or business dealings with, or participation in promotions of, advertisers or third parties found on or throughout the Website, including without limitation with respect to the payment and delivery of related products or services, services used to verify identity or signatures, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties and are not binding on us. You agree that we are not responsible or liable for any actions, losses, damages, liabilities, claims, judgments, costs or expenses of any nature or kind (collectively, "Claims") incurred as the result of any such dealings or as the result of the presence of such third parties on the Website or as part of the Services, generally, and you agree to indemnify us from and against any Claims incurred as the result of any such dealings. Brass Taxes may provide links and pointers to Internet sites maintained by others ("Third Party Sites"). Such links are provided for your reference only. Brass Taxes does not control such Third Party Sites and is not responsible for the content of or any products or services offered on those sites.

## **LINKS TO OUR WEBSITE**

We grant you a personal, limited, revocable, nontransferable and nonexclusive right to create a hyperlink to the home page of the Website so long as (i) the link or your linking website does not portray us or any of our services or information in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; and (iii) your website has, maintains and follows a privacy policy no less protective of user data than Brass Taxes' Privacy Policy. You may not

use any of our logos or other proprietary graphic or trademarks as part of the link without our express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove such hyperlink. You may not link to any page other than the home page of this Website. Any link to our Website should be a full forward link that passes the client browser to our home page without barriers. The "back" button should return the visitor to original site if the visitor wishes to back out.

## **INDEMNIFICATION**

You agree to indemnify us and hold us harmless from and against any Claims arising out of or relating to: (i) User Content you submit, post to or transmit through the Website; and (ii) your violation of any rights of any other person in connection with the Website, information you post on the Website, information you receive from the Website, or the services or information provided on the Website.

## **CHANGES TO WEBSITE**

We may make improvements or changes in the information, services, products, and other materials on this Website or terminate this Website at any time for any or no reason and without notice.

## **IRS CIRCULAR 230 NOTICE**

None of the communications in any post on the Website, as they may relate to a Federal Tax transaction, matter, or concern shall be considered a "covered opinion" as described in IRS Circular 230.

Therefore, none of the communications on the Website or otherwise obtained by you from us may be relied upon in an attempt to avoid penalties imposed on the taxpayer by the IRS.

## **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

If you believe that any material contained on the Website infringes your copyright or other intellectual property rights, you should notify Brass Taxes of your copyright infringement claim in accordance with the following procedure. Brass Taxes will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (DMCA) and other applicable intellectual property laws.

Pursuant to the DMCA, all notifications of claimed copyright infringement on the Website should be sent ONLY to our Designated Agent:

Name of Agent Designated to Receive Notification of Claimed Infringement:

**Russell Garofolo**  
**Brass Taxes Inc**  
**1000 Dean St. Suite 204**  
**Brooklyn, New York, 11238**  
[Info@brasstaxes.com](mailto:Info@brasstaxes.com)

Under the DMCA, the notification of claimed infringement must include the following:

- a. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest
- b. Identification of the copyrighted work (or works) that you claim has been infringed
- c. A description of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the web site where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.)
- d. A clear description of where the infringing material is located on our Website, including as applicable its URL, so that we can locate the material
- e. Your name, address, telephone number, and e-mail address
- f. A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- g. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

**NOTE: THE DESIGNATED AGENT IS PROVIDED SOLELY FOR NOTIFYING US THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (e.g., REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OF E-MAIL ABUSE, etc.) TO THE DESIGNATED AGENT AS YOU WILL NOT RECEIVE A RESPONSE. WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.**

We will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact Brass Taxes and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.



## MISCELLANEOUS

- a. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law provisions. Any legal action or proceeding between Brass Taxes and you related to this Agreement will be brought exclusively in a federal or state court of competent jurisdiction sitting in the State of New York.
- b. **Entire Agreement.** This Agreement, along with any Supplemental Agreements, is the entire and exclusive agreement between the parties, and it supersedes all previous communications, representations or agreements, either oral or written, between them with respect to this subject matter. No representations or statements of any kind made by us, which are not included in this Agreement, shall be binding on us.
- c. **Amendments.** You may not modify or amend this Agreement in whole or in part without the prior written consent of one of our authorized representatives. We may replace or amend this Agreement from time to time by posting new terms of service to this Website. Please check the Terms of Use periodically for changes. Your subsequent use of the Website, or any content, products, services or materials provided through the Website, will be subject in all respects to the terms of service in force at the time of such subsequent use.
- d. **Waiver.** No waiver of any provision herein shall be valid unless in writing and signed by both our authorized representative and you. Our failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.
- e. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.
- f. **Headings.** The headings contained herein are for convenience only and shall have no legal or interpretive effect.
- g. **Limitation.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Website or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- h. **Other.** We may assign our rights and duties under this Agreement to any party at any time without notice to you.