

## **Privacy Policy/Terms of Use**

### **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.**

By using The Tradesmen's Collective, LLC's (the "Tradesmen's") website (the "Site") or any Tradesmen's applications or application plug-ins ("Applications"), you agree to follow and be bound by these terms of use (the "Terms of Use") and agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In these Terms of Use, the words "you" and "your" refer to each customer, Site visitor, or Application user, "we", "us" and "our" refer to The Tradesmen's Collective, LLC and "Services" refers to all services provided by us.

It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable or if you do not agree to these Terms of Use, please do not use this Site or any Applications. We may revise these Terms of Use at any time without notice to you. If you have any questions about these Terms of Use, please contact our Customer Care Center.

**YOU AGREE THAT BY USING THE SITE, ANY APPLICATIONS, AND THE SERVICES YOU (1) ACKNOWLEDGE AND AGREE THAT THIS IS A BUSINESS TO BUSINESS TRANSACTION AND YOU ARE NOT A CONSUMER, AS DEFINED BY ANY FEDERAL OR STATE LAW, AND (2) YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.**

These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

### **1. Privacy Policy**

The Tradesmen's respects your privacy and permits you to control the treatment of your personal information. When you open an account to use or access certain portions of the Site, Applications, or the Services, you must provide complete and accurate information as requested on the registration form. You will also be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of your password. You may not use a third party's account, username or password at any time. You agree to notify The Tradesmen's immediately of any unauthorized use of your account, username or password. The Tradesmen's shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by The Tradesmen's, our affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

In connection with the use of certain The Tradesmen's products or services, you may be asked to provide personal information in a questionnaire, application, form or similar document or service. This information will be protected pursuant to our Privacy Policy. In addition, you grant The Tradesmen's a worldwide, royalty-free, nonexclusive, and fully sublicensable license to use, distribute, reproduce, modify, publish, and translate this personal information solely for the purpose of enabling your use of the applicable service. You may revoke this license and

terminate rights held by The Tradesmen's at any time by removing your personal information from the applicable service.

## **2. Ownership**

This Site and Applications are owned and operated by The Tradesmen's. All right, title, and interest in and to the materials provided on this Site and Applications, including but not limited to information, documents, logos, graphics, sounds, and images (the "Materials") are owned either by The Tradesmen's or by our respective third-party authors, developers, or vendors ("Third Party Providers"). Except as otherwise expressly provided by The Tradesmen's, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted, or distributed in any way, and nothing on this Site or on any Applications shall be construed to confer any license under any of The Tradesmen's intellectual property rights, whether by estoppel, implication, or otherwise. See the "Legal Contact Information" below if you have any questions about obtaining such licenses. The Tradesmen's does not sell, license, lease, or otherwise provide any of the Materials other than those specifically identified as being provided by The Tradesmen's. Any rights not expressly granted herein are reserved by The Tradesmen's.

## **3. Limited Permission to Download**

The Tradesmen's hereby grants you permission to download, view, copy, and print the Materials on any single, stand-alone computer solely for your personal, informational, non-commercial use provided that (i) where provided, the copyright and trademark notices appearing on any Materials not be altered or removed, (ii) the Materials are not used on any other website or in a networked computer environment, and (iii) the Materials are not modified in any way, except for authorized editing of downloadable forms for personal use. This permission terminates automatically without notice if you breach any of the terms or conditions of these Terms of Use. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this Site or Applications may violate copyright laws, trademark laws, laws of privacy and publicity, and communications regulations and statutes.

## **4. Links to Third Party Sites**

This Site and Applications may contain links to websites controlled by parties other than The Tradesmen's (each a "Third-Party Site"). The Tradesmen's works with a number of partners and affiliates whose sites are linked with The Tradesmen's. The Tradesmen's may also provide links to other citations or resources with whom it is not affiliated. The Tradesmen's is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services, or use of any Third-Party Site, any website accessed from a Third-Party Site, or any changes or updates to such sites. The Tradesmen's makes no guarantees about the content or quality of the products or services provided by such sites. The Tradesmen's is not responsible for webcasting or any other form of transmission received from any Third-Party Site. The Tradesmen's is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Tradesmen's of the Third-Party Site, nor does it imply that

The Tradesmen's sponsors, is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links. You acknowledge that you bear all risks associated with access to and use of content provided on a Third-Party Site and agree that The Tradesmen's is not responsible for any loss or damage of any sort you may incur from dealing with a third-party. You should contact the site administrator for the applicable Third-Party Site if you have any concerns regarding such links or the content located on any such Third-Party Site.

## **5. Use of The Tradesmen's Legal Forms**

On our Site, through our Applications, and through certain partners, we offer self-help "fill in the blank" forms. If you buy a form from one of our partners, you will be directed to that partner's website and their terms of use will control. If you buy or download a form on our Site or Application, the terms and conditions of these Terms of Use control. You understand that your purchase, download, and/or use of a form document is neither legal advice nor the practice of law, and that each form and any applicable instructions or guidance is not customized to your particular needs.

## **6. License to Use**

The Tradesmen's grants you a limited, personal, non-exclusive, non-transferable license to use our forms (the "Forms") for your own personal, internal business use, or if you are an attorney or professional, for your client. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Forms in any manner, except for modifications in filling out the Forms for your authorized use. You shall not remove any copyright notice from any Form.

## **7. Resale of Forms Prohibited**

By ordering or downloading Forms, you agree that the Forms you purchase or download may only be used by you for your personal or business use or used by you in connection with your client and may not be sold or redistributed without the express written consent of The Tradesmen's.

## **8. Use of Cookies**

### **8.1 What Are Cookies?**

Cookies are small text files that are stored on your device (such as a computer, tablet, or smartphone) when you visit websites. Cookies allow the website to remember your actions and preferences over a period of time.

### **8.2 Types of Cookies We Use**

- **Essential Cookies:** These cookies are necessary for the website to function properly. They enable core functionalities such as security, network management, and accessibility. Without these cookies, services you have asked for cannot be provided.
- **Performance Cookies:** These cookies collect information about how visitors use our website, such as which pages are visited most often and if users get error messages from web pages. This helps us improve the way our website works and ensures that users find what they are looking for easily.
- **Functionality Cookies:** These cookies allow our website to remember choices you make and provide enhanced, more personalized features. For example, these cookies can be used to remember your username, language, or region selection.
- **Targeting/Advertising Cookies:** These cookies are used to deliver adverts more relevant to you and your interests. They also limit the number of times you see an advertisement and help measure the effectiveness of advertising campaigns. They remember that you have visited a website and this information may be shared with other organizations, such as advertisers.

### 8.3 How We Use Cookies

We use cookies to:

- Improve the functionality and performance of our website.
- Analyze website traffic and user behavior.
- Customize and enhance your user experience.
- Deliver targeted advertising and measure its effectiveness.

### 8.4 Managing Cookies

You can control and/or delete cookies as you wish. For details, see [aboutcookies.org](http://aboutcookies.org). You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. However, if you do this, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work.

- **Browser Settings:** Most web browsers allow you to control cookies through their settings preferences. You can usually find these settings in the "options" or "preferences" menu of your browser.
- **Opting Out:** You can opt-out of third-party cookies from Google Analytics by using their opt-out tool.

### 8.5 Consent

By using our website, you consent to our use of cookies as described in this Cookie Policy. If you do not agree to the use of cookies, please disable them by following the instructions for your browser set out in the "Managing Cookies" section so that cookies from this website cannot be placed on your device.

## **9. Non-Owned Affiliates**

### **9.1 Definition**

For the purposes of these Terms of Use, "Non-Owned Affiliates" refers to third-party companies, organizations, or individuals that The Tradesmen's collaborates with but does not have ownership or control over. These Non-Owned Affiliates may offer services or products that complement those provided by The Tradesmen's.

### **9.2 Relationship with Non-Owned Affiliates**

The Tradesmen's may engage with Non-Owned Affiliates to enhance or supplement the Services offered on our Site or Applications. While The Tradesmen's may work closely with these affiliates, each Non-Owned Affiliate operates independently and is responsible for its own activities, including the content and services it provides.

### **9.3 Sharing of Information**

When you engage with services or products provided by Non-Owned Affiliates through our Site or Applications, The Tradesmen's may share certain information about you with these affiliates to facilitate your use of their services or products. The use of your information by Non-Owned Affiliates is governed by their respective privacy policies and terms of use. We encourage you to review those policies and terms to understand how your information will be handled.

### **9.4 Limitation of Liability**

The Tradesmen's is not responsible for the actions, content, or services provided by Non-Owned Affiliates. You agree that The Tradesmen's shall not be liable for any loss or damage of any sort incurred as a result of your dealings with Non-Owned Affiliates. Any concerns or disputes you may have regarding the services or products of Non-Owned Affiliates should be addressed directly with the respective affiliate.

## **10. Refund and Cancellation Policy**

### **10.1 Refund Policy**

If you are not satisfied with a product or service purchased from The Tradesmen's, you may be eligible for a refund if you have paid for the subscription one year in advance. Refund requests must be made within 30 days of the purchase date. To request a refund, please contact our Customer Care Center with your order details and the reason for your refund request. Refunds will be issued to the original payment method used at the time of purchase. Please note that certain products and services may be non-refundable, as specified at the time of purchase. If a Refund is requested, the Refund shall be made from the month after the Refund is requested as the Tradesmen's will not prorate a partial month

## **10.2 Cancellation Policy**

You may cancel your subscription or service with The Tradesmen's at any time. To cancel, please contact our Customer Care Center. Cancellation will be effective at the end of the current billing period. You will not receive a refund for the remaining days in your billing period, but you will continue to have access to the service until the end of the billing period. Certain promotional and discounted subscriptions may have different cancellation terms as specified at the time of purchase.

## **10.3 Exceptions**

Certain products and services, such as digital downloads and custom services, may not be eligible for a refund. Please refer to the product or service description for specific refund and cancellation terms.

## **11. Asset Protection**

Asset Protection: TheTradesmens, LLC provides Asset Protection for its subscribers that are deemed to be Subscribers in Good Standing. A subscriber in good standing is defined as one that is up to date on all of their subscription fees and if subscription fees are paid monthly, those payments are made timely; The Subscriber has followed all of the Terms and Conditions as set forth in this Privacy Policy / Terms and Conditions and / or any other revisions herein by The Tradesmens, LLC; The Subscriber cooperates with TheTradesmens at all times while TheTradesmens is prosecuting the collection of any money owed to the Subscriber.

If the Subscriber desires to apply for Asset Protection, the Subscriber must be a Subscriber in Good Standing as defined herein. The Subscriber must comply with all of the requirements herein at all times up through any judgment, appeal or other process wherein the Subscriber has sought to have TheTradesmen's, LLC undertake actions to collect on debt. This includes, but is not limited to, making all payments required, using the contracts provided by TheTradesmen's, LLC cooperating at all times for any and all requests for participation and documentation needed to prosecute any claims for money owed.

If the Subscriber fails to comply with all of the requirements herein, TheTradesmen's, LLC has the right to notify the Subscriber that they/it are in default of the obligations contained herein and that if they fail to cure the default, TheTradesmen's, LLC shall have the right to terminate its agreement with the Subscriber and retain any amounts collected as liquidated damages. The Subscriber understands that TheTradesmen's, LLC has relied upon the representations by the Subscriber in agreeing to take an assignment of debt owed to the Subscriber and that TheTradesmen's, LLC has expended sums of money in reliance upon the promises made by the Subscriber.

## 12. DISPUTE RESOLUTION BY BINDING ARBITRATION

Please read this carefully. It affects your rights.

**Summary:** Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our Customer Care Center at (888) 221-8723. In the unlikely event that the The Tradesmen's Customer Care Center is unable to resolve your complaint to your satisfaction (or if The Tradesmen's has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration rather than in a court of general jurisdiction. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. All parties shall be responsible for their own fees and costs in the event of arbitration.

You may speak with independent counsel before using this Site or completing any purchase.

### **Arbitration Agreement:**

(a) The Tradesmen's and you agree to arbitrate all disputes and claims between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to "The Tradesmen's," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, employers, business partners, shareholders, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms or any prior agreements between us. Beneficiaries include, but are not limited to, those named in an estate planning document.

This arbitration agreement does not preclude your bringing issues to the attention of federal, state, or local agencies, if applicable and not vexatious. You agree that, by entering into these Terms, you and The Tradesmen's are each waiving the right to a trial by jury or to participate in a class action. These Terms evidence a transaction or website use in interstate commerce, and thus the Federal Arbitration Act ("FAA") governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms.

(b) A party who intends to seek arbitration must first send, by U.S. certified mail, a written Notice of Dispute ("Notice") to the other party. A Notice to The Tradesmen's should be addressed to: Notice of Dispute, General Counsel, The Tradesmen's Collective, LLC, c/o Gambardella Cipriano Gottlieb & Hathaway, PC., 100 Queen Street, Suite 4C, Southington, CT 06489 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If The Tradesmen's and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or The Tradesmen's may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by The Tradesmen's or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or The Tradesmen's is entitled.

(c) The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"), as modified by these Terms. The AAA Rules are available online at AAA Commercial Arbitration Rules or by calling the AAA at 1-800-778-7879. The parties agree that in any arbitration of a dispute or claim, neither party will rely for preclusive effect on any award or finding of fact or conclusion of law made in any other arbitration of any dispute or claim to which The Tradesmen's was a party.

(d) There shall be no right to attorney's fees and/or expenses notwithstanding any right to attorney's fees and expenses you may have under applicable law.

(e) The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND THE TRADESMEN'S AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR IN THE CAPACITY OF A PRIVATE ATTORNEY GENERAL.** Further, unless both you and The Tradesmen's agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other customers. Neither you nor we may seek non-individualized relief that would affect other customers. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

(f) If the amount in dispute exceeds \$75,000 or either party seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA. The appealing party shall bear all of the

costs and expenses, exclusive of attorney's fees, that would be otherwise payable to the AAA solely for the purpose of the appeal.

(g) Notwithstanding any provision in the applicable Terms to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to any notice address, website link, or telephone number provided herein), that change will not apply to any dispute of which we had written notice on the effective date of the change. Moreover, if we seek to terminate this arbitration provision, any such termination will not be effective until at least thirty (30) days after written notice of such termination is provided to you and shall not be effective as to disputes which arose prior to the date of termination.

### **13. Additional Terms**

Some of The Tradesmen's Services may be subject to additional posted guidelines, rules, or terms of service ("Additional Terms") and your use of such Services will be conditioned on your agreement to the Additional Terms. If there is any conflict between these Terms of Use and the Additional Terms, the Additional Terms will control for that Service unless the Additional Terms expressly state that these Terms of Use will control.

### **14. Reviews, Comments, Communications, and Other Content - Disclaimer**

At various locations on the Site or through Applications, The Tradesmen's may permit visitors to post ratings, reviews, comments, questions, answers, and other content (the "User Content"). Contributions to, access to, and use of the User Content is subject to this paragraph and the other terms and conditions of these Terms of Use.

The comments and reviews posted on this website are solely the opinions of the individuals providing them and do not reflect the opinions or views of The Tradesmen's, its affiliates, or its employees. We do not endorse, guarantee, or verify the accuracy, reliability, or completeness of any comment or review posted by users on this site. Users are responsible for the content they post and must ensure their comments and reviews comply with all applicable laws and regulations. By posting on this website, users agree not to post any content that is:

- Defamatory, abusive, or threatening: Any content that can be seen as harmful, harassing, or intimidating towards other users or individuals.
- False or misleading: Comments and reviews that intentionally spread misinformation or falsehoods.
- Infringing on intellectual property rights: Any content that violates copyrights, trademarks, or other proprietary rights without proper authorization.
- Spam or unrelated to the topic: Posts that are irrelevant, repetitive, or intended for commercial promotion unrelated to the content discussed.
- Offensive or inappropriate: Any material that is vulgar, obscene, or inappropriate for a general audience.

The Tradesmen's reserves the right, but does not assume the obligation, to monitor and review all comments and reviews. We may remove or edit any content at our discretion without notice,

especially if it violates our Terms and Conditions and/or Privacy Policy. The Tradesmen's is not liable for any damages or losses resulting from the use of or reliance on any comment or review posted on this website. Users should exercise their own judgment and seek professional advice where appropriate.

By using this website and posting comments or reviews, you agree to adhere to this disclaimer and our terms of service.

## **15. Rights and Responsibilities of The Tradesmen's**

Although we cannot make an absolute guarantee of system security, The Tradesmen's takes reasonable steps to maintain security. If you have reason to believe system security has been breached, contact us by email for help.

If The Tradesmen's technical staff finds that files or processes belonging to a member pose a threat to the proper technical operation of the system or to the security of other members, The Tradesmen's reserves the right to delete those files or to stop those processes. If the The Tradesmen's technical staff suspects a username is being used by someone who is not authorized by the proper user, The Tradesmen's may temporarily disable that user's access in order to preserve system security. In all such cases, The Tradesmen's will contact the member as soon as feasible.

The Tradesmen's has the right (but not the obligation), in our sole and absolute discretion, to edit, redact, remove, re-categorize to a more appropriate location, or otherwise change any User Content.

## **16. Rights and Responsibilities of The Tradesmen's Users or Other Posters of User Content**

You are legally and ethically responsible for any User Content - writings, files, pictures, or any other work - that you post or transmit using any The Tradesmen's service that allows interaction or dissemination of information. In posting User Content, you agree that you will not submit any content:

- that is known by you to be false, inaccurate, or misleading;
- that infringes anyone's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy. Please see Compliance with Intellectual Property Laws below;
- that violates any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, or false advertising). Please see Compliance with Export Restrictions below;
- that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing, or advocates or encourages illegal conduct harmful to any individual, partnership, or corporation. Please see Inappropriate Content below;

- that includes advertisements, spam, or content for which you were compensated or granted any consideration by any third party;
- that includes information that references other websites, addresses, email addresses, phone numbers, or other contact information;
- that contains any computer virus, worms, or other potentially damaging computer programs or files;
- that otherwise violates these Terms of Use.

Users that submit User Content and provide advice do so at their own risk.

You grant The Tradesmen's a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from, sell, distribute, and/or incorporate such content into any form, medium, or technology throughout the world without compensation to you. You have the right to remove any of your works from User Content at any time.

You are required to provide your real name when signing up as a user of The Tradesmen's. The Tradesmen's does not permit anonymous or pseudonymous accounts. Any user may request that such member's email address be hidden to provide for additional privacy.

Ratings and reviews will generally be posted in two to four business days. By submitting your email address in connection with your rating and review, you agree that The Tradesmen's may use your email address to contact you about the status of your review and other administrative purposes.

## **17. NO WARRANTY**

THE SITE, APPLICATIONS, AND ALL MATERIALS, DOCUMENTS, OR FORMS PROVIDED ON OR THROUGH YOUR USE OF THE SITE OR APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TRADESMEN'S EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE TRADESMEN'S MAKES NO WARRANTY THAT: (A) THE SITE, APPLICATIONS, OR THE MATERIALS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, APPLICATIONS, OR THE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, APPLICATIONS, OR ANY MATERIALS OFFERED THROUGH THE SITE OR APPLICATIONS, WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE, APPLICATIONS, OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS.

OBTAINING ANY MATERIALS THROUGH THE USE OF THE SITE OR APPLICATIONS IS DONE AT YOUR OWN DISCRETION AND AT YOUR OWN RISK. THE TRADESMEN'S SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, MATERIALS, INFORMATION, OR SOFTWARE.

## **18. LIMITATION OF LIABILITY AND INDEMNIFICATION**

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD THE TRADESMEN'S AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER, IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF THE TRADESMEN'S HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF THE TRADESMEN'S, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **19. Unsolicited Submissions**

Except as may be required in connection with your use of The Tradesmen's Services, The Tradesmen's does not want you to submit confidential or proprietary information to us through this Site or any Applications. All comments, feedback, information, or material submitted to The Tradesmen's through or in association with this Site shall be considered non-confidential and The Tradesmen's property. By providing such submissions to The Tradesmen's you hereby assign to The Tradesmen's, at no charge, all worldwide right, title, and interest in and to the submissions and any intellectual property rights associated therewith. The Tradesmen's shall be free to use and/or disseminate such submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the submissions that you provide, including their legality, reliability, appropriateness, originality, and content.

## **20. Compliance with Intellectual Property Laws**

When accessing The Tradesmen's or using the The Tradesmen's document preparation Service, you agree to obey the law and you agree to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding

copyright, trademark, and other intellectual property ownership. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights caused by any content you provide or transmit or that is provided or transmitted using your The Tradesmen's user account.

The Tradesmen's has adopted a policy that provides for the immediate removal of any content, article, or materials that have infringed on the rights of The Tradesmen's or of a third party or that violate intellectual property rights generally. The Tradesmen's policy is to remove such infringing content or materials and investigate such allegations immediately.

## **21. Notice**

The Tradesmen's has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. The Company has adopted a policy that provides for the immediate suspension and/or termination of any Site or Service user who is found to have infringed the rights of the Company or of a third party, or otherwise violated any intellectual laws or regulations. The Company's policy is to act expeditiously upon receipt of proper notification of claimed copyright infringement to remove or disable access to the allegedly infringing content. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want the Company to delete, edit, or disable the material in question, you must provide the Company with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, email address; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **22. Counter-Notice**

If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a written counter-notice containing the following information to the Copyright Agent: (1) Your physical or electronic signature; (2) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was

removed or disabled; (3) A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Connecticut, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, the Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member, or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the Tradesmen's sole discretion.

### **23. Inappropriate Content**

When accessing the Site, any Applications, or using The Tradesmen's Services, you agree not to upload, download, display, perform, transmit, or otherwise distribute any content that: (i) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. The Tradesmen's reserves the right to terminate or delete such material from its servers. The Tradesmen's will cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or any applicable laws.

### **24. Compliance with Export Restrictions**

You may not access, download, use, or export the Site, Applications, or the Materials in violation of United States export laws or regulations or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority and to assume sole responsibility for obtaining licenses to export or re-export as may be required. You acknowledge and agree that the Materials are subject to the United States Export Administration Laws and Regulations and agree that none of the Materials or any direct product therefrom is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or used for any prohibited purpose.

### **25. Business Use**

The site is made available for your business use on your own behalf.

### **26. Children**

Minors are not eligible to use the Site or Applications and we ask that they do not submit any personal information to us.

## **27. Non-English-Speaking Customers**

Certain materials on the the Tradesmen's site, including but not limited to questionnaires, documents, instructions, and filings, are only available in English. Non-English translations of these Terms, as well as other terms, conditions, and policies, are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

## **28. Customers Needing Extra Assistance**

The Tradesmen's aims to provide full access to its website and product offerings regardless of disability. If you are unable to read any part of the The Tradesmen's website, or otherwise have difficulties using the The Tradesmen's website, please call (888) 221-8723 and our customer care team will assist you.

## **29. Governing Law; Venue**

Any legal action or proceeding relating to your access to or use of the Site, an Application, or Materials is governed by the Arbitration Agreement contained in these Terms of Use. These Terms of Use expressly exclude and disclaim the terms of the U.N. Convention on Contracts for the International Sale of Goods, which shall not apply to any transaction conducted through or otherwise involving this Site or an Application.

## **30. Copyrights**

All Site design, text, graphics, the selection and arrangement thereof, Copyright ©, The Tradesmen's Collective, LLC. ALL RIGHTS RESERVED.

## **31. Trademarks**

The Tradesmen's, The Tradesmen's Collective, LLC, its logo, all images and text, and all page headers, custom graphics, and button icons are service marks, trademarks, and/or trade dress of The Tradesmen's. All other trademarks, product names, and company names or logos cited herein are the property of their respective owners.

## **32. Use of Testimonials**

By submitting a testimonial, you affirm that the testimonial reflects your honest opinions, findings, or experiences with our products or services. You agree to provide accurate, truthful, and complete information in your testimonial submission. The Tradesmen's reserves the right to edit, shorten, or reject any testimonial at its sole discretion.

By submitting a testimonial, you grant The Tradesmen's a perpetual, irrevocable, royalty-free, non-exclusive, transferable, and sublicensable right and license to use, reproduce, distribute, display, publish, and create derivative works from the testimonial in any media now known or hereafter developed, for any purpose, including but not limited to marketing, advertising, and

promotional activities. You acknowledge that The Tradesmen's may use your testimonial in its entirety or in part and may use your name, likeness, and any other personal information provided in connection with your testimonial. You agree that you will not receive any compensation for the use of your testimonial, except for the satisfaction of contributing your experience to The Tradesmen's marketing efforts.

You represent and warrant that, (1) Your testimonial is your original work and does not infringe on the rights of any third party, and (2) You have the full right and authority to grant the rights granted in these Terms and Conditions.

You agree to indemnify, defend, and hold harmless The Tradesmen's, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with your testimonial, including any breach of these Terms and Conditions.

### **33. Inquiries**

BY USING THE TRADESMEN'S SERVICES OR ACCESSING THE TRADESMEN'S SITE OR APPLICATIONS, YOU ACKNOWLEDGE AND ACCEPT THAT SUBMITTING YOUR TELEPHONE NUMBER TO THE TRADESMEN'S VIA THE TRADESMEN'S SITE OR APPLICATIONS CONSTITUTES AN INQUIRY TO THE TRADESMEN'S, AND THAT THE TRADESMEN'S MAY CONTACT YOU AT THE NUMBER SUBMITTED EVEN IF SUCH NUMBER APPEARS ON ANY STATE OR FEDERAL DO NOT CALL LISTS (TAKING INTO ACCOUNT INQUIRY EXCEPTION TIME FRAMES AS APPROPRIATE).

### **34. Right to Refuse**

You acknowledge that The Tradesmen's reserves the right to refuse service to anyone and to cancel user access at any time.

### **35. Severability**

If any provision of these Terms of Use is found to be unlawful, void, or unenforceable, the remaining provisions will continue in full force and effect. The unenforceable part shall be interpreted in a way that reflects, as closely as possible, the original intentions of the parties.

### **36. Right to Modify Terms**

The Tradesmen's reserves the right to change, modify, add, or remove portions of these Terms of Use at any time and at its sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site and Applications thereafter. Your continued use of the Site and Applications following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Site or Applications so you are aware of any changes, as they are binding on you.

### **37. Entire Agreement**

These Terms of Use constitute the entire agreement between you and The Tradesmen's regarding the use of the Site, Applications, and Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

### **38. Waiver**

No waiver by The Tradesmen's of any term or condition set forth in these Privacy Policy / Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of The Tradesmen's to assert a right or provision under these Privacy Policy / Terms of Use shall not constitute a waiver of such right or provision.

### **39. Acknowledgement**

BY USING THE TRADESMEN'S SERVICES OR ACCESSING THE TRADESMEN'S SITE OR APPLICATIONS, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.