

## TERMS OF USE AGREEMENT

Welcome to our website. By using our site, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use this site. The term “MHC” or “we” or “our” refers to Mize, Houser and Company, P.A., the owner of the website. The term “Customer” or “you” refers to the user or viewer of our website.

**Acceptance of Agreement.** Customer agrees to the terms and conditions outlined in this Terms of Use Agreement (“Agreement”) with respect to our site (the “Site”). This Agreement constitutes the entire and only agreement between MHC and Customer concerning the Site, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended at anytime by us from time to time without specific notice to Customer. The latest Agreement will be presented to Customer at time of first log in after Agreement has been published. If you do not agree to the terms of this Agreement, you must IMMEDIATELY STOP USE of this Site. IF YOU REMAIN ON THIS SITE, YOU AFFIRMATIVELY AGREE TO BE BOUND BY THIS AGREEMENT

**MHC Responsibilities.** MHC shall: (i) provide telephone and online standard support to Customer's Users, at no additional charge; and (ii) use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime; or (b) any unavailability caused by circumstances beyond MHC's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving MHC employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within MHC's possession or reasonable control, and network intrusions or denial of service attacks which cannot reasonably be prevented by MHC.

**Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer data entered by Customer (“**Customer Data**”); (ii) use reasonable efforts to prevent unauthorized access to, or use of, the Site or Service by outside third parties, including former employees, and notify MHC of any unauthorized use; and (iii) comply with and use the Site in accordance with all applicable local, state, federal, and foreign laws. Customer also assumes full responsibility for all web access by its employees and authorized representatives.

**Use Guidelines.** Customer shall use the Site or Service solely for its internal business purposes as contemplated by this Agreement. Customer shall not: (i) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity or

performance of the Service or the data contained in the Service; (iii) attempt to circumvent, access, restrict, or reverse engineer any components or programs available on the Site, or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

**Reservation of Rights.** MHC reserves, in connection with the Site or Service, all intellectual property rights owned and utilized by MHC in connection with the Site. MHC shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Service.

**Customer Data.** As between MHC and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. MHC may access Customer's User accounts, including Customer Data, solely to respond or provide additional services or technical support at Customer's request.

**Violation of Agreement.** MHC reserves the right to deny or restrict access to the Site or Service based on a violation of this Agreement by Customer or any employee or authorized user of Customer.

**Disclaimer of Warranties and Limitation of Liability.** Access to this Site is being provided "as is" with no warranties whatsoever, either expressed, implied or statutory. These include, without limitation, warranties or conditions of quality, performance, non-infringement, merchantability, or fitness for a particular purpose. Accordingly, you acknowledge and agree that MHC shall have no liability in connection with or arising from your use of the Site and that your only right or remedy with respect to any problems or dissatisfaction with the Site is to immediately cease use of the same. In no event shall MHC, or its affiliates, be liable, whether in contract, warranty, tort, product liability or any other form for any indirect, incidental, special or consequential damages (including without limitation any loss or corruption to data, interruption, computer failure or pecuniary loss) arising out of the use or inability to use the Site, any loss of any income, or business profits (whether direct or indirect) arising out of the use or inability to use the Site.

**Indemnification.** You agree to indemnify, defend and hold MHC harmless from and against any and all liability, of any nature whatsoever, and all costs, including reasonable attorneys' fees, which may be incurred in connection with arising out of your (a) violation or breach of any term of this Agreement or applicable law or regulation, whether or not referenced herein, in connection with your use of the Site, or (b) violation of any rights of any third party, or (c) use or misuse of the Site, or (d) any communication spread by means of use of the Site.