Terms of Use

Last Updated: January 15, 2022

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YOUR ACCOUNT
There may be portions of the Sites 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
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 Sites at any time and for any or no reason. CPTS will not be liable to you or any third party for any termination of your access to the Sites. If your status as a user of the Sites is terminated, you will (i) stop using the Sites and any information obtained from the Sites, and (ii) destroy all copies of your account information, password and any information obtained from the Sites.

You agree that any information you provide to us through the Sites 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 Sites (or any portion thereof) and the services and information provided on the Sites.

You agree that you or your authorized users have all rights necessary to legally post or transmit all content and data or other materials through the Sites, and the possession, storage and use by CPTS of such content and data or other materials will not infringe, misappropriate, or otherwise violate any intellectual property rights, or other rights, of any third party. CPTS reserves the right, in its sole discretion, at any time, to remove any content and data or other materials that it believes to be in violation of these Terms of Use.

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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 the Sites or accessed through the Sites. You may not republish CPTS content or other content from the Sites 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 the Sites. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our Sites is virus free.

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We may offer you the opportunity to contribute your ideas, comments, questions, feedback, and other communications to or from the Sites (collectively, the "User Content") in other blogs, message boards, chat rooms, e-mail and other features of the Sites ("User Areas") that may be offered from time to time and may be operated by us or by a third party on our behalf. You shall not (nor cause any third party to) use the Sites or information provided through the Sites to perform any illegal activities (including without limitation defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights, such as rights of privacy, of others) or immoral activities or any of the following types of activities, without limitation:

a. Disseminating libelous, harmful, vulgar, pornographic, obscene or otherwise objectionable material
b. Containing nudity, violence of offensive subject matter, or are deemed exploitive in any way
c. Promoting racism, prejudice, bigotry, hatred, harassment or physical harm of any kind against any individual, group or individual
d. Promoting illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; or promote any criminal activity or enterprise or provide instructional information about illegal activities, such as making or buying illegal weapons or violating someone's privacy
e. Using 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 the Sites or accessed through the Sites
f. Transmitting information that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party
g. Upload files or other material unless you own or control the rights thereto or have received all necessary consents
h. Transmitting any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
i. Impersonating anyone or any entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity
j. Advertising or posting any commercial content
k. Interfering with or disrupting the Sites
l. Disrupting the activities or enjoyment of the Sites for other users
m. Collecting, or storing personal data about other users

Further, you agree that all User Content you provide will be on-topic, relevant and will not include profanity or any other disruptive or disrespectful behavior. The User Areas are not the appropriate channel to express individual concerns or specific customer support issues. Such concerns and issues should be addressed directly with CPTS’ customer or technical support. You agree to evaluate and assume all risks associated with the use of User Content, including without limitation any risk relating to any reliance on the accuracy, completeness, or usefulness of User Content. We assume no responsibility for User Content or for the use of any User Area. You agree to abide by all applicable local, state and federal laws and regulations and are solely responsible for all acts or omissions that occur under your account or password, including without limitation any User Content you create or upload.

You acknowledge that User Content is not endorsed by CPTS and such user content should not be considered to have been reviewed, screened or approved by CPTS. You should exercise discretion before relying on information contained in user content.

We may, in our sole discretion, remove any User Content from a User Area at any time and for any or no reason. CPTS will not be liable to you or any third party for any deletion of any User Content on the Sites.
You acknowledge that we may preserve and disclose User Content if required to do so by law or we believe in good faith that such preservation or disclosure is reasonably necessary to comply with legal process, enforce this Terms of Use, respond to a claim that User Content violates any third party's rights, or protect the right, property or personal safety of CPTS, any users of the Sites, and the public.

Unless otherwise indicated for a particular communication, any User Content transmitted through the Sites, will be treated as non-confidential and nonproprietary. In addition, CPTS is free to use any ideas, concepts, know-how or techniques contained in any User Content for any purpose including, but not limited to, developing and marketing products using such information without compensation to you.

You also acknowledge that the technical processing and transmission of the Sites, including without limitation User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

CHANGES TO THE SITES
We may make improvements or changes in the information, services, products, and other materials on the Sites or terminate the Sites at any time for any or no reason and without notice.

SITES SECURITY OF PERSONAL INFORMATION
CPTS is taking reasonable and appropriate measures, including encryption, to ensure that your personal information is disclosed only to those specified by you. However, the Internet is an open system, and we cannot and do not guarantee that the personal information you have entered will not be intercepted by others and decrypted.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT
If you believe that any material contained on the Sites infringes your copyright or other intellectual property rights, you should notify CPTS of your copyright infringement claim in accordance with the following procedure. CPTS 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 Sites should be sent ONLY to our Designated Agent:

Name of Agent Designated to Receive Notification of Claimed Infringement:

Crosslink Professional Tax Solutions, LLC
Attn: Corporate Counsel
2000 N Alafaya Trail #350
Orlando, FL 32826

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 Sites, 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 ATTORNEY’S 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 CPTS and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.

CONSENT TO ELECTRONIC COMMUNICATIONS
By using the Sites, you consent to receive all communications, notices, agreements, renewals, statements, and disclosures (collectively, “Communications”) electronically. CPTS may provide Communications to you related to the Sites and the services by electronic communication, including by email, facsimile, or by making such Communications available on the Sites.

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b. Entire Agreement. These Terms of Use, 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 these Terms of Use, shall be binding on us.
c. 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 Terms of Use or any right shall not be construed as a waiver of any such provision or right.
d. Severability. If any provision of these Terms of Use is deemed to be illegal or unenforceable, the remainder of these Terms of Use shall be unaffected and shall continue to be fully valid, binding, and enforceable.
e. Headings. The headings contained herein are for convenience only and shall have no legal or interpretive effect.
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