

SERVICE AGREEMENT

YOU MUST READ AND ACCEPT THIS SERVICE AGREEMENT (“AGREEMENT”) BEFORE USING ANY SERVICE OR PRODUCT PROVIDED BY THE TAX CLUB, INC. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION AND WAIVER OF CLASSWIDE PROCEEDINGS WHICH MAY BE ENFORCED BY THE PARTIES.

The Parties

As used in this Agreement, “Buyer” and “you” mean the person identified on the esignforms.com web page that linked to this contract, and “Seller” means The Tax Club, Inc., a Utah corporation with offices at 350 Fifth Avenue, Suite 6015, New York, New York 10118, telephone 866-959-3880.

The Agreement

This Agreement is a contract between Buyer and Seller, and is effective on the Date of Service Purchase, listed on the esignforms.com web page that linked to this Agreement. Subject to the terms of this Agreement, the parties agree that Seller shall provide the Services listed on that esignforms.com web page and Buyer shall pay the charges and all related taxes, fees, assessments and surcharges listed on the esignforms.com web page.

Buyer Acceptance of the Agreement

You accept this Agreement when you (a) use or attempt to use the Services in any way; (b) submit your electronic signature via the esignforms.com web page related to this Agreement; and/or (c) otherwise sign any contract for the Services with Seller via other means. If you do not accept this Agreement, then you must not do any of these things.

NOTICE TO BUYER

1. Do not sign this Agreement if any of the spaces intended for the agreed terms, to the extent of the available information, are left blank.
2. You are entitled to a copy of this Agreement at the time you sign it.
3. You may pay off the full unpaid balance due under this Agreement at any time, and in so doing you may receive a full rebate of the unearned finance and insurance charges.
4. The Seller cannot enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this Agreement.

YOU, THE BUYER, MAY REQUEST TO CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORMS FOR AN EXPLANATION OF THIS RIGHT.

Modifications to the Agreement

Seller may modify the terms of this Agreement and the components and prices of the Services in its sole discretion. Seller will give you notice of material changes, and may give you notice of non-material changes, by posting on its website, by mail or email to your billing or email address of record, or through other means reasonably calculated to reach you. Your continued use of the Services after receiving notice of these changes will constitute your acceptance of these changes. If a change has a material adverse effect on the Services, you are permitted to send Seller, within 30 days after the effective date of the change, a written notice that specifically advises Seller you wish to cancel the Services you identify in the notice because of that material change to the Agreement. In the event of such a termination, you will remain liable for past fees and charges, but not for future recurring fees for any monthly period that begins after Seller's receipt of your written notice.

Privacy

You authorize Seller to make inquiries and to receive information about your credit history from others and to use that information in its decisions regarding provision of the Service to you. Seller may disclose your information and content to law enforcement authorities, its affiliates, successors and assigns to comply with law or to protect its interests and the interests of its customers. The parties agree to the terms of Seller's Privacy Policy posted on TheTaxClub.com, which is made a part of this Agreement. You must read and accept that Privacy Policy before accepting this Agreement and using the Services. That Privacy Policy is expressly incorporated in this Agreement, and your acceptance of this Agreement includes acceptance of that Privacy Policy.

Restrictions on Use of Services & Products

Seller grants to you a limited, nonexclusive, nontransferable and non-assignable license to use content, products and programs that it may provide to you (hereinafter referred to as the "Products") solely to access and use the Services. You must not access or use the Products for any other purpose. You must not copy, reproduce, republish, resell, transfer, post, transmit, distribute, or disclose the Products in any manner, except that you may download one copy of the Products on any single computer for your personal use to access and utilize the Services, provided you keep intact all copyright and other proprietary notices. The Products constitute confidential and proprietary information of Seller and its licensors, and contain trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. All right, title, and interest in and to the Products, including associated intellectual property rights, are and shall remain with Seller and its licensors. Seller may delete or modify the Products at its sole discretion.

If Seller provides you any web hosting services or storage for any content, Seller may place limitations on server usage or the storage area, and may delete content at its sole discretion, but Seller will give you notice before deleting such content. Seller's network may, with or without notice, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance or equipment failure, natural disasters, acts of God or human error, and Seller shall not be liable to you for such outages or downtime.

Third Party Materials and Conduct

You expressly release Seller from any responsibility or liability for any content, act or omission of any third party. In your use of the Services and Products, you may encounter materials from third parties or links to third party websites. The inclusion of these materials and links are not (a) an endorsement by Seller of these third parties, their materials or websites, (b) an acknowledgement of any relationship with such third parties, or (c) a warranty or representation of any kind regarding such materials or websites or their content. These materials and links are provided to you as a convenience and are not under the control or ownership of Seller. Seller is

not responsible for them or for examining or evaluating their content and accuracy in any way.

Prohibited Practices & Non-Disparagement

You shall not use the Services or Products or refer, or encourage others to refer, to them or Seller, its customers, owners, officers, directors, personnel, agents, representatives or affiliates in any manner that is illegal, fraudulent, threatening, abusive, defamatory, or obscene, or that could cause damage or adversely affect its customers, reputation, business, property, Services or Products in any manner.

You shall not make or encourage others to make any statement or release any information that is intended to, or reasonably could be foreseen to, embarrass, criticize, damage or adversely affect Seller, its customers, owners, officers, directors, personnel, agents, representatives or affiliates. A statement or release of any information under this paragraph includes, but is not limited to, posting on Internet websites, bulletin boards, blogs, or discussion groups, and submissions to any publication.

Due to the difficulty of ascertaining the pecuniary amount of damages caused by any violation of this section, for each violation of this section, you shall pay Seller liquidated damages in an amount not less than ten times the initial and annual fees for all Services to which you have subscribed or will subscribe in the future. You agree that this is a reasonable estimate of harm to Seller.

Service Suspension & Termination

Seller may, without notice, suspend or terminate any Service at any time for any reason, including but not limited to: (a) your breach or suspected breach of this Agreement; (b) your use or suspected use of the Services and Products in any manner inconsistent with this Agreement or Seller's policies; (c) your providing false, inaccurate, dated or unverifiable identification information, credit information, or other data in connection with your purchase or use of the Services and Products; (d) your insolvency or bankruptcy; (e) your interference with Seller's operations; or (f) if Seller believes the action protects its interests or its customers' interests.

Buyer Payment Obligations

You agree to pay the fees and charges specified on the esignforms.com web page and all late fees, customer service fees, collection fees, and all state and federal sales, use, gross receipts, excise and other taxes and charges related to the Services and Products. You shall provide Seller with valid identification and credit card account information for payment of all fees and charges, and you authorize Seller to automatically charge and collect such amounts from the credit card account(s) you have identified to Seller for such payments. If you want to designate a different credit card or if there is a change in your credit card information, you must give Seller the correct updated account information by either calling Seller at 877-828-0071 or by visiting its website at TheTaxClub.com.

If Seller does not obtain payment in full by the date specified on your bill, Seller will have the right to charge you late payment and collection charges, including but not limited to payments to collection agencies, up to the highest rate permissible by law. Following termination of the Services, except as provided in the Additional Cancellation Provisions below, you will remain liable for all amounts due on your account up to and including the monthly period in which the Services terminate, regardless of the circumstances and reason for such termination.

Additional Cancellation Provisions

If you determine that you do not wish to use the Services, please contact our Client Services Department at 866-959-3880 from 9.30am to 6.30pm EST, or by sending a written notice to Seller specifying the Services you want to cancel (see attached Notice of Cancellation forms). No exception to these cancellation provisions will be made except as required by law.

IF SELLER RECEIVES YOUR CANCELLATION NOTICE BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, THEN YOU WILL BE ELIGIBLE FOR A FULL REFUND. IF CANCELLATION OCCURS AFTER THE THIRD BUSINESS DAY BUT BEFORE MIDNIGHT OF THE FIFTEENTH CALENDAR DAY AFTER THIS TRANSACTION, THEN YOU WILL BE ELIGIBLE FOR A FULL REFUND MINUS A 15% PROCESSING FEE. IF THE CANCELLATION REQUEST OCCURS AFTER THE FIFTEENTH CALENDAR DAY AFTER THIS TRANSACTION, THEN NO REFUND SHALL BE GIVEN. MONTHLY FEES ARE NON-REFUNDABLE PRIOR TO CANCELLATION.

REFUNDS WILL BE ISSUED IN THE SAME FORM OF TENDER AS USED FOR ORIGINAL PURCHASE TRANSACTION.

Disclaimer of warranties

The Services and Products are provided to you on an “as is” and “as available” basis without any representation or warranty, express or implied. Seller does not authorize anyone to make warranties or guaranties on its behalf. Seller does not warrant, represent, guarantee, or otherwise promise that the Services and Products will meet your requirements, provide uninterrupted use, or operate as required without delay or without error. Seller does not provide legal services or advice, and you acknowledge that you are not relying on the Products and Services to satisfy your legal or business obligations or interests. You expressly agree that your use of the Services and Products is at your sole risk. All representations and warranties of any kind, express or implied, including but not limited to any warranties of performance, title, non-infringement, fitness for a particular purpose or merchantability, are hereby disclaimed and excluded unless otherwise prohibited or restricted by law.

Limitation of Liability

SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, RELATING TO OR ARISING FROM THIS AGREEMENT OR ANY ACT OR OMISSION RELATING TO IT, OR THE SERVICES OR PRODUCTS. TO THE EXTENT ALLOWED BY LAW, SELLER’S LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIM OR JUDGMENT IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. THE LIMITATIONS OF THIS PARAGRAPH ALSO APPLY TO ANY CLAIM, JUDGMENT OR DEMAND MADE AGAINST SELLER’S OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, AND OTHER REPRESENTATIVES.

Indemnification

You shall indemnify and hold harmless Seller, its owners, officers, employees, affiliates, agents, and other representatives from and against any claims, judgments, demands or damages, including costs and reasonable attorneys fees, due to or arising out of (a) your use of the Services or Products; and/or (b) your breach of any provision of this Agreement or violation of applicable law or regulation or the rights of any third party.

DISPUTE RESOLUTION

The parties each agree to attempt to resolve any Disputes solely through the following dispute resolution procedures. As used in this dispute resolution Agreement, the term “Dispute” means any dispute, claim, or controversy between you and Seller relating in any way to this Agreement or any aspect of your relationship with Seller, even if it arises after the Services have terminated or if it is brought against Seller’s owners, officers, employees, affiliates, agents or other representatives.

Agreement to Arbitrate Disputes Instead Of Suing In Court

Prior to commencing arbitration or bringing any action or complaint in court or before another governmental entity to address a Dispute, the parties agree to provide each other a written description of the Dispute. If the parties do not resolve such Dispute within forty-five (45) days thereafter, either party may submit the Dispute to binding arbitration before a single neutral arbitrator (the “Arbitration”). We each agree to finally settle all Disputes only through arbitration or the other provisions of this dispute resolution agreement. In arbitration, there is no judge or jury and review of the arbitrator’s decision is limited. Just as a court would, however, the arbitrator must honor the terms and limitations in this Agreement and can award the same damages and other relief, including any attorney’s fees authorized by law. The arbitrator’s decision and award is final and binding, with some exceptions under the Federal Arbitration Act (“FAA”), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

(a) The party initiating the Arbitration shall select from the following arbitration organizations, and the Arbitration will be conducted pursuant to the organization’s rules applicable to consumer claims:

(1) American Arbitration Association (“AAA”), 335 Madison Ave., Floor 10, New York, NY 10017-4605, 1-800-778-7879, www.adr.org.

(2) National Arbitration Forum (“NAF”), P.O. Box 50191, Minneapolis, MN 55405-0191, 1-800-474-2371, www.arbitration-forum.com.

(b) The parties are each responsible for their own respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the Arbitration. Seller will cover any arbitration administrative or filing fees up to a maximum of the equivalent court filing fees for a court action. The Arbitration will take place in the county of your last billing address unless the parties agree otherwise.

(c) We each agree not to pursue arbitration on a classwide or representative basis. Any arbitration will be solely between you and Seller and will not be joined or otherwise consolidated with any other person’s claim or arbitration. If for any reason the restrictions set forth in this paragraph are found unenforceable, then our agreement to arbitrate does not apply and our dispute must be brought in court.

(d) Notwithstanding the arbitration requirements of this Agreement, either you or Seller may bring claims against each other in small claims court provided that those claims are within the court’s jurisdiction. In addition, you may file your Dispute with, or otherwise petition for redress from, any federal, state, or local government agency that can seek relief against us on your behalf under the law. Either party may also bring suit in court to compel compliance with this dispute resolution agreement.

(e) In the event that you wish not to be bound by the arbitration obligations of this Agreement, you may opt out of those obligations by notifying Seller in writing within 30 days of the date that you first received this Agreement from Seller. All opt-outs must be made by mailing written notice to The Tax Club, Inc. at 350 Fifth Avenue, Suite 6015, New York, New York 10118 ATTN: Arbitration. Your notice must state your name, address, and account number and provide a clear statement that you do not wish to resolve disputes with Seller through arbitration. If you choose to opt out of this arbitration provision, it will have no adverse effect on your relationship with Seller or the delivery of Services or Products to you by Seller.

Waiver of Class Action Right

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE, REPRESENTATIVE, OR CONSOLIDATED BASIS. THIS RESTRICTION APPLIES IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING BETWEEN THE PARTIES.

Waiver of Right to Trial by Jury

TO THE EXTENT ALLOWED BY LAW, WE EACH IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR SELLER'S SERVICES OR PRODUCTS.

One Year Period To Raise Dispute

YOU AGREE TO CONTACT SELLER WITHIN ONE YEAR OF THE DATE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH MUST BE BROUGHT WITHIN 60 CALENDAR DAYS OF THE DATE OF THE BILL THAT INITIALLY CONTAINED THE CHARGE). YOU AGREE THAT IF YOU DO NOT CONTACT SELLER IN THIS PERIOD, YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

Choice of Law and Forum

This Agreement shall be governed solely by the laws of New York State without giving effect to its choice of law provisions. In the event that the arbitration provisions of this Agreement are found unconscionable or unenforceable, any action in court brought by the parties under this Agreement must be brought in New York County, New York.

Miscellaneous

This Agreement and any document specifically referenced herein constitute the entire Agreement between Seller and you for the Services and Products and replace all prior written or spoken agreements. You cannot rely on any contradictory documents or statements by sales or service representatives. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision, except as expressly provided herein. The rights and duties under this Agreement that, by their nature, would logically continue beyond termination of the Services (including, but not limited to, those relating to billing, payment, prohibited practices, non-disparagement, dispute resolution, no class action, no jury trial), survive termination of the Services and this Agreement. Seller's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. This Agreement may only be modified in writing. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you, and you shall not assign, transfer, resell or sublicense your rights to any other party. This Agreement is freely assignable by Seller to third parties, and the Services may be provided by one or more of Seller's affiliates, successors, or assigns.

Contacting Each Other

Seller shall contact you by calling your business phone number, or at your mailing address or email address of record. Seller shall send written notices required under this Agreement to your mailing address or email address of record.

You may contact Seller electronically at TheTaxClub.com or by phone at 866-959-3880. Except as expressly provided otherwise in other provisions of this Agreement, you shall send all written notices required under this Agreement by regular mail or telegram to The Tax Club, Inc., 350 Fifth Avenue, Suite 6015, New York, New York 10118.