Supplemental Terms of Service for Third-Party Services

Welcome to the supplemental terms of service for certain benefits or services provided by third parties and offered through AssetWard, LLC ("AssetWard") (collectively, the "Third-Party Services"). These terms shall be referred to as "Third-Party Terms." Certain services may be sold on a standalone basis or as a package of services with AssetWard and others. In addition to the other AssetWard terms, these Third-Party Terms constitute a legal agreement between you and AssetWard detailing the terms of your use of Third-Party Services. The Third-Party Terms are effective on the date you accept them by purchasing or accepting a promotional trial of a Subscription, or by purchasing a package that includes Third-Party Services (the "Effective Date"). Please read these Third-Party Terms carefully.

THESE THIRD-PARTY TERMS, THE ASSETWARD TERMS OF USE, TERMS OF SERVICE, PRIVACY POLICY, AND ANY OTHER APPLICABLE TERMS CONSTITUTE THE "AGREEMENT" BETWEEN YOU AND ASSETWARD. ASSETWARD MAY REFUSE ACCESS TO PART OR ALL OF A SERVICE FOR NONCOMPLIANCE WITH THE THIRD-PARTY TERMS. THESE THIRD-PARTY TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT USE THE SERVICE. To request a refund, contact the AssetWard Customer Service department at (307) 264-2064.

Available Services

These Third-Party Terms address benefits that may or may not be included in your specific package. The sections discussing benefits included in your package apply to you. If you are unsure which benefits are included in your package, contact Customer Service at customerservice@AssetWard.com.

AssetWard works with partners and affiliates whose websites are linked with AssetWard and controlled by parties other than AssetWard (each a "Third-Party Site"). AssetWard is not responsible for and does not endorse the availability, contents, products, services, or use of any Third-Party Site, any website accessed from a Third-Party Site, or any changes to those sites. AssetWard does not guarantee the content or quality of the products or services provided by Third-Party Sites. If you have purchased a package that includes a Third-Party Service, the third party may contact you by email or phone with instructions on how to access your benefits, and you may be required to accept additional terms that are located on the Third-Party Site.

- 1. <u>Legal Forms</u>. If you have purchased a package that includes access to legal forms, the following provisions apply to you:
 - 1.1 <u>License</u>. AssetWard grants you a nonexclusive, nontransferable worldwide right to use the legal forms (the "Forms") during the time period you have purchased services (collectively, the "Service Term"), subject to these Third-

Party Terms. This license allows you to access, download, use, and edit the Forms for your personal use. You may not: (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise make available to any third party the Forms or any of their contents; or (ii) modify, reproduce, reverse engineer, or make derivative works based on, referring to, or exploiting the Forms, their contents, or their source code, except for modifications to the forms for your personal use. All rights not expressly granted to you are reserved by AssetWard and its licensors.

- 1.2. <u>No Guarantee</u>. AssetWard does not guarantee that any Form is suitable for a particular purpose, or that any Form is accurate, reliable, complete or timely. The Forms are for information purposes only and should not be relied upon as legal advice.
- 1.3. <u>Not Legal Advice</u>. AssetWard is not a law firm and does not provide legal advice or representation. The Forms are not a substitute for the advice of an attorney.
- 2. <u>Compliance Filing Service</u>. If you have purchased a package that includes a compliance filing service, the following provisions apply to you:
 - 2.1. Responsibility to Provide Information and Payment. If additional information is required to complete a filing, you must provide it at least 15 business days before the filing due date. We will make up to five attempts to contact you to obtain the additional information using the email address that you have provided. It is your responsibility to update AssetWard with changes to your contact information.
 - 2.2 <u>Eligibility</u>. To qualify for our state-filing service, your entity must be in good standing with the state.
 - 2.3 <u>Exclusions</u>. Local, industry-specific, licensing, and tax requirements are not included as part of this state filing service, unless specified otherwise in your package.
 - 2.4 <u>Guarantee</u>. AssetWard guarantees that if we miss a deadline for a filing included as part of our state filing service, we will pay the penalty. If the filing cannot be completed because of your inaction or error, or because you did not pay the filing fee, this guarantee will not apply. This guarantee does not apply to the filing of your federal and state business income tax returns by independent tax accountants.
- 3. <u>Registered Agent Services</u>. Registered agent services are governed by a separate Supplemental Registered Agent Terms of Service ("RA Terms"). If you have purchased the registered agent services through AssetWard, please read the RA Terms carefully.

Use of Services

- 1. <u>General Practices</u>. You acknowledge that AssetWard may establish general practices and limits concerning use of its Third-Party Services, including the maximum number of Forms you may access in a given period of time, the number of times (and the maximum duration for which) you may access the Forms in a given period of time, the maximum number of days that data, schedules, calendars, or other uploaded content will be retained, and the maximum disk space that will be allotted on AssetWard's servers on your behalf. AssetWard is not liable for the deletion of or failure to store any content maintained or transmitted by any service package benefit. AssetWard may subcontract any obligations required under a service package without your consent.
- 2. Responsibility for Misuse. You may not: (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise make available to any party the benefits granted to you by or any content in your service package; or (ii) change, reproduce, reverse engineer, make derivative works based on or referring to, or in any way exploit the licenses you have been granted with your service package, or content or source code in your service package.

You are responsible for all expenses incurred or other actions that may occur through your use of a service package. You must alert us immediately of any fraudulent, unauthorized, illegal, or suspicious use of a service package or package benefits, or any other breach of security or unauthorized or illegal activity that you reasonably suspect.

3. <u>Authority to Enter Agreement</u>. If you are entering into these Third-Party Terms on behalf of a company or other legal entity, you represent that you have the legal authority to bind that entity to these terms and understand that the terms "you" or "your" refer to that entity. If you do not have that authority or if you do not agree with these Third-Party Terms, you may not sign up for or use any service package or Third-Party Service. If after your purchase we find that you do not have authority to bind the entity for which you ordered, you will be personally responsible for the obligations in these Third-Party Terms and the order you placed, including all payment obligations. AssetWard is not liable for any loss or damage resulting from our reliance on any communication reasonably believed by us to be genuine and originating from an authorized representative of your company. If there is reasonable doubt about the authenticity of any communication, we may, but are not obliged to, require additional authentication from your company.

4. Changes to Service Packages.

4.1 <u>General Changes</u>. AssetWard may discontinue the offering of a service, including the functionality, content, or availability of any features of service packages or Third-Party Services, at any time in its sole discretion. We may also impose limits on features and services or restrict your access to all or part of a service package. However, you have the right to cancel your service package should we materially decrease benefits.

If we add new features to a service package, including releasing new Forms or adding Third-Party Services, the new features will be subject to these Third-Party Terms.

4.2 <u>Fee Adjustments</u>. AssetWard may increase service fees by notifying you of new fees at least 30 days before the beginning of a renewal term. The new fees will be effective on the first day of the renewal term. If you do not cancel your service with AssetWard, you will be deemed to have accepted the new fees for the renewal term and subsequent renewal terms (unless the fees are increased in the same manner for a subsequent renewal term). Reductions in fees become effective on the first day of the next renewal term without a pro rata adjustment for the period covered under the prior fee schedule.

Termination or Cancellation

1. By AssetWard.

- 1.1 AssetWard may terminate your use of all or part of the services or Third-Party Services in its sole discretion. As your sole remedy, we will refund to you any prepaid fees specifically related to the current term of that service or Third-Party Service.
- 1.2 If you do not pay on the Billing Date, as described in the Billing section above, you can correct your credit card information and pay the outstanding amounts before the one-month anniversary of your Billing Date. If you have not made any payment on your service by the one-month anniversary of your Billing Date, AssetWard may suspend your service and terminate that service.
- 1.3 Your right to use a service package is subject to any limits established by AssetWard or by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned for any reason, including through a chargeback, AssetWard may, in its sole and absolute discretion, suspend or terminate your access and account, which will terminate these Third-Party Terms and our obligations under them. If a charge made to your credit card is declined, AssetWard may make up to five attempts to bill that card over a thirty-day period.
- 1.4 If you wish to reactivate your account after a termination, there will be no setup or reactivation fees. However, if your account was terminated for nonpayment, it will be reactivated only after AssetWard receives the full amount past due. If an expired account is reactivated, the new term begins on the reactivation date.

2. By Subscriber.

- 2.1 You may examine these Third-Party Terms for ten days after you have received them. If during this period you decide that you are not satisfied with the Third-Party Terms, you may have any prepaid amounts refunded, and these Third-Party Terms will be considered voided as if they had not been issued.
- 2.2 You may cancel your service package at any time by calling our Customer Service department at (307) 264-2064. After you have cancelled, your service will remain active until the end of then-current period.
- 3. <u>Services After Termination</u>. After your service is terminated or your Service Term has ended, you will not be able to access the corresponding service offerings.
- 4. <u>Dispute Resolution</u>. The parties shall arbitrate all disputes and claims pursuant to the Dispute Resolution by Binding Arbitration section of the Terms of Service.
- 5. NO GUARANTEE. LAWS, REGULATIONS, AND ADMINISTRATIVE REQUIREMENTS CHANGE OFTEN, AND THEIR APPLICATION AND IMPACT VARY FROM COMPANY TO COMPANY AND INDUSTRY TO INDUSTRY. FORMS, EMAILS AND SMS TEXT MESSAGE COMMUNICATIONS ARE NOT INTENDED TO PROVIDE OR SUBSTITUTE FOR ACCOUNTING, LEGAL, BUSINESS, TAX, OR OTHER PROFESSIONAL ADVICE OR SERVICES. THEY ARE OFFERED FOR INFORMATION PURPOSES ONLY. COMPLIANCE WITH ALL LAWS AND REGULATIONS REMAINS YOUR SOLE AND ABSOLUTE RESPONSIBILITY. BEFORE TAKING ANY BUSINESS OR LEGAL ACTION BASED ON INFORMATION FROM THE SITE, OR ANY EMAIL OR SMS TEXT MESSAGE COMMUNICATION. YOU SHOULD CONSULT WITH A FINANCIAL OR LEGAL PROFESSIONAL TO VERIFY DEADLINES AND DETERMINE WHETHER SUCH ACTIONS ARE APPROPRIATE FOR YOU BASED ON YOUR PERSONAL OR BUSINESS NEEDS. WITH THE EXCEPTION OF THE COMPLIANCE PACKAGE FILING GUARANTEE, NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE GIVEN REGARDING THE LEGAL OR OTHER CONSEQUENCES RESULTING FROM THE USE OF ANY SERVICE.

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