

6. Payment of Company Program Fee: Taxpayer understands that ERO is responsible for payment of the Company Program Fee and that Company is under no obligation to provide Services unless Company receives payment of the Company Program Fee.

7. Cancellation and Refund Option: If, for any reason, a Member is not satisfied with the Program and wishes to terminate his/her membership, the Member may cancel the membership by notifying Company in writing or by telephoning a Program representative. Membership in the Program shall terminate on the date that Company receives written notice of cancellation. Cancellations within the first 30 days of Membership may be eligible for refund.

8. Member Representations and Acknowledgements: In return for the Services available under the Program, the Member makes the following representations and acknowledgements:

8.1 Member has read this Agreement carefully, understands the Program, and understands the various billing methods for payment of the Program Fee.

8.2 Member may cancel his/her Program membership at any time before the conclusion of the Membership Term and will be entitled to a refund subject to the terms of Section 7 of this Agreement.

8.3 Membership in the Program and benefits thereunder are not assignable without the express written consent of Company. Member agrees that he/she will use his/her Program membership only for his/her personal benefit. A Member's violation of this paragraph 8.3 will result in immediate termination of the Program Membership.

8.4 Member acknowledges that Company bears no responsibility for the payment of (or contribution to) any use or sales tax that may be imposed by any state or federal taxing authority on the Services provided under the Program. Payment of such taxes, to the extent imposed, shall remain the sole responsibility of the Member.

8.5 Member understands that Member is responsible for paying the Tax Preparer or ERO for their services rendered.

8.6 Member understands and agrees that all Tax Preparers and EROs are independent contractors, and that Company in no way is responsible for the Services provided by a Tax Preparer or ERO.

8.7 Member understands and agrees that they will be enrolled as a member of the American Advantage Association to be eligible to receive the benefits of the Program.

8.8 Member understands and agrees that the Program is not insurance.

8.9 The Taxpayer represents and warrants that they have truthfully provided correct, accurate and complete information to the Tax Preparer and to the best of Taxpayer's knowledge, the Tax Preparer has truthfully, completely and accurately completed all tax return forms and due diligence worksheets and procedures in accordance with all applicable IRS and state (if applicable) rules, regulations, procedures, guidelines, publications and requirements, and that the protection provided under the Program is conditioned upon such completion.

9. Disclaimer: Failure to comply with procedure and strategy actions recommended by Company may result in an IRS and/or state (if applicable) ruling unfavorable to the Taxpayer. Failure or refusal to comply with requests or instructions from the IRS and/or state (if applicable) during the audit may result in adverse actions taken by the IRS and/or state to Taxpayer's detriment. In either case, Company will not be held responsible for the outcome and reserves the right to cease providing services when reasonably warranted.

10. Disclaimer of Warranties: Company is not a Tax Preparer, ERO, or a direct Provider of the tax services provided to Members other than the Program. ACCORDINGLY, COMPANY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A MEMBER FROM A PARTICIPATING TAX PREPARER OR ERO. MEMBER ACKNOWLEDGES THAT HE/SHE IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING A TAX PREPARER OR ERO FOR THE SERVICES PROVIDED TO MEMBERS BY THE TAX PREPARER OR ERO. In the event any product or service (other than the Program) purchased or received by a Member from a Tax Preparer or ERO is canceled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the Provider, Seller, Merchant, or Manufacturer of the product or service for any repair, exchange, refund, or satisfaction of claim.

11. General Release: Each Member who uses the Services under the Program membership hereby forever releases, acquits and discharges Company and their employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such Member or Member's legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the cause of the use of any and all Services under the Program. The sole recourse available to a Member or Member's legal representative(s) against Company shall be cancellation of the Program membership as provided in Section 7 and any refund available as provided in Section 7.

12. Notices: Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by email, U.S. Postal mail, postage prepaid and addressed to the Member, at the address provided by the Member.

13. Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties with regard to membership in the Program. No representations, inducements, promises or agreements, or otherwise, shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement. Member Acknowledges that **THE PROGRAM IS NOT INSURANCE.**

14. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.

15. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina regardless of any application of principles regarding conflicts of laws.

16. Headings: The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

17. Waiver of Breach: Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.