

TransAct Website User Agreement

1. Introduction

TransAct, Inc. ("TransAct") provides its website services, to you pursuant to the terms and conditions of this Website User Agreement ("Terms of Use"). The Professional Accounting Services, hereinafter referred to as "Services" are provided through the website, www.transactbiz.com, this site being referred to in this Website User Agreement as "Website". By using the Services, you are accepting the Terms of Use. TransAct may change the Terms of Use from time to time without notice to you. In addition, when using particular Services, you will be subject to any posted policies, guidelines, or rules applicable to such services that may be posted from time to time, including TransAct's Privacy Policy. All such policies, guidelines, and rules are incorporated herein by reference into this Website User Agreement. The collection and use of personal information is governed by the Terms of Use and the Privacy Policy. Please review the Privacy Policy posted to the Website. The Website is owned and operated by TransAct and contains material which is derived in whole or in part from TransAct and other sources and is protected by international patent, copyright, trademark, and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this site including code and software. You may download material from this site for your personal, noncommercial use only, provided you keep intact all copyright, trademark, and other proprietary notices and maintain attribution to the author. No other right or license is granted to any materials on this site. The Website and the Services may only be used by you for lawful purposes. Transmission, distribution, or storage of Content (as defined in Section 2 below) or other material in violation of any applicable local, state, federal, foreign, or international laws, rules, or regulations is prohibited. You understand that the technical processing and transmission of the Services, including your Content, may involve (a) transmissions over various networks, and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

2. Content

You understand that all information, advertising, data, text, articles, software, music, sound, photographs, graphics, video, messages, postings, or other materials, collectively as ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not TransAct, are entirely responsible for all Content that you upload, post, e-mail, or otherwise transmit via the Services, and that you must evaluate, and bear all risks associated with, the use of any Content posted or transmitted by you or other users. TransAct does not control the Content posted by users via the Services and, as such, does not guarantee the usefulness, accuracy, integrity, or quality of such Content. The Content related to accounting and tax matters, posted by TransAct is for general informational purposes only. It is not intended to be a substitute for obtaining professional advice from a competent accounting professional, attorney, financial planner, tax advisor, or other professional advisor. Certain facts, laws, and regulations may make the information inaccurate or incomplete with respect to your particular circumstances. No one should act upon the information of this Content without seeking appropriate professional advice. Providing, receiving, or using the information does not constitute or create an accountant-client relationship between you and TransAct, or Linda Tracy Gill. Under no circumstances will TransAct be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed, or otherwise transmitted, whether by TransAct, you, or others.

The description of the products and services, which may be available from TransAct contained in the Website are not offers to sell such products and services; but are presented for informational purposes only and do not contain all of the terms that may apply to purchasing such products and services.

3. User Conduct

You agree to not use the Services to: (a) upload, post, e-mail, or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity; (d) post any incomplete, false, or inaccurate personal/biographical information; (e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services; (f) upload, post, e-mail, or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements); (g) upload, post, e-mail, or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party; (h) upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other similar solicitations; (i) upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (j) disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Services are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; (k) interfere with or disrupt the Services or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website; (l) intentionally or unintentionally violate any applicable local, state, federal, foreign, or international laws, rules, and regulations; (m) stalk or otherwise harass another; or (n) collect, store, or use personal data about other users of the Services, except as may be necessary to complete a transaction offered or accepted by such users.

When retrieving information from the Website, you are prohibited from (a) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser; (b) aggregating, copying, or duplicating any of the materials or information except for the small amount of materials and information temporarily required for an ordinary single use of the Website; and (c) accessing data not intended for you. Recognizing the global nature of the Internet, you acknowledge that what may legally be done on or through the Internet in the jurisdiction of your residence may not be permissible in every jurisdiction in the world. Therefore, you specifically agree to comply with all local laws, rules, and regulations of the jurisdiction of the recipient regarding online conduct and acceptable Content. In addition, you agree to comply with all applicable laws, rules, and regulations regarding the transmission of technical data exported from the United States and the country in which you reside.

4. TransAct's Rights to Content

With respect to Content you post for inclusion in publicly (in contrast to private/secured areas) accessible areas of the Website, you grant TransAct the worldwide, royalty free, and nonexclusive license to reproduce, modify, adapt and publish such Content in connection with the Services solely for the purpose of displaying and distributing the Content for the purpose for which such Content was submitted to TransAct. This license exists only for as long as you elect to continue to include such Content on the Services and shall be terminated at the time you delete such Content from the Services. You acknowledge that TransAct may, but does not have the obligation to pre-screen Content. TransAct shall have the right, in its sole discretion, to refuse or remove any Content that is available through the Services. Without limiting the foregoing, TransAct shall have the right to remove any Content that TransAct, in its

sole discretion, deems violates the Terms of Use or is otherwise objectionable. In addition, TransAct may pursue any of its other legal remedies, including, but not limited to, the immediate cancellation of providing professional services to you, the exclusion of anyone who may have violated the Terms of Use, and pursuing violators with claims that they have violated or are liable under various criminal and/or civil laws in relevant jurisdiction(s). TransAct will cooperate with any investigation by any federal, state, or local body or any court or tribunal legitimately exercising its rights. Such cooperation may be without notice to you. You acknowledge and agree that TransAct may preserve Content and user information and may disclose Content and user information in accordance with TransAct's Privacy Policy, if required to do so by law, or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms of Use; (c) respond to claims that any Content violates the rights of third parties; (d) protect the rights, property, or personal safety of TransAct and its employees, users of the Services, or the public; or (e) minimize or eliminate TransAct's potential liability.

5. Indemnity

You agree to indemnify and hold TransAct, and its subsidiaries, affiliates, owners, partners, directors, officers, agents, and employees, harmless from all damages and expenses, including court costs and reasonable attorney fees, arising out of any claim based on Content you submit, post, transmit, or use through the Services, your use of the Services or Content, your connection to the Website, your violation of the Terms of Use, or your violation of any rights of another or of any law, rule, or regulation.

6. No Resale of Services

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services and/or Content, use of the Services and/or Content, or access to the Services and/or Content, without the express written consent of TransAct and the Content author.

7. Modification and Termination

You acknowledge that TransAct may establish general practices and limits concerning use of the Services. You agree that TransAct has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Services. You further acknowledge that TransAct reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice, including, without limitation, adding or deleting fees associated with the Services. If any charge is applicable to any Services, TransAct will notify you in advance. TransAct reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services, in whole or in part, with or without notice. You agree that TransAct shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or removal of Content. You agree that TransAct, in its sole discretion, may terminate your use of the Services, in whole or in part, and remove and discard any Content, for any reason without notice. Further, you agree that TransAct shall not be liable to you or any third party for any termination of your access to the Services.

8. Links

The Services may provide, or third parties may provide, links to other world wide websites or resources. Because TransAct has no control over such sites and resources, you agree that TransAct is not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services, or other materials on or available from such sites or resources. You further acknowledge and agree that TransAct shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content or products or services available on or through any such sites or resources.

9. TransAct's Proprietary Rights

You acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property laws and other laws. You further acknowledge and agree that Content contained in advertising or information presented to you through the Services is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws, regardless of whether codified or at common law. Except as expressly authorized by TransAct, Content authors, or other users, you agree not to distribute or otherwise transfer, modify, or create derivative works based on the Services, the Software, or the Content, in whole or in part. TransAct grants you a personal, nontransferable, and nonexclusive license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, or distribute, grant a security interest in, or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including, without limitation, for the purpose of obtaining unauthorized access to the Services. You agree not to access the Services by any means other than through the interface that is provided by TransAct for use in accessing the Services.

11. Disclaimer of Warranties and Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR SOLE RISK. THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRANSACT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF ACCURACY OF DATA, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE. (b) TRANSACT MAKES NO WARRANTY THAT (i) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR CONTENT WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION, PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (c) ANY CONTENT OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TRANSACT OR THROUGH OR FROM THE SERVICES OR CONTENT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS USER AGREEMENT. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TRANSACT SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES) RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES OR CONTENT; (b) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR CONTENT USED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED THROUGH OR FROM THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (e) FROM ANY INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES, OR (f) ANY OTHER MATTER RELATING TO THE SERVICES, THE CONTENT, OR THE WEBSITE, EVEN IF TRANSACT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS SECTION MAY NOT APPLY TO YOU.

12. Dispute Resolution

Any claim or controversy arising out of or relating to this User Agreement that is not resolved by you and TransAct directly shall be settled by mediation and, if mediation is unsuccessful, by binding arbitration. The mediation and arbitration shall take place in Hamilton County, Ohio, and shall be administered in accordance with the American Arbitration Association Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, by mediator(s) and arbitrator(s) mutually selected by you and TransAct in accordance with such rules.

13. Miscellaneous

You may not assign or otherwise transfer this User Agreement or any rights or obligations under this User Agreement to any third party without the prior written consent of TransAct. The failure of either party to act upon any right, remedy, or breach of this User Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by the waiving party. Neither party shall be liable for any delay in or failure of performance resulting from any cause or condition beyond its reasonable control, whether foreseeable or not, including vandalism that disrupts or corrupts the Website or the Services. This Website User Agreement and any claim arising out of this Website User Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles. This Website User Agreement constitutes the entire agreement and understanding between the parties relating to the object and scope of this Website User Agreement. Any representation, statement, or warranty not expressly contained in this Website User Agreement, shall not be enforceable by the parties.

This Agreement is dated January 4, 2006