

Website Terms and Conditions of Use for TaxTrack.net

1. Agreement to Terms

These Terms and Conditions of Use ("Agreement") is a legal agreement between you ("User") and Website Owner ("Website Owner"), the owner and developer of TaxTrack.net ("Website"). By accessing and using the Website, you agree to be bound by the terms and conditions set forth in this Agreement. If you do not agree to these terms, do not use the Website. These terms are subject to change at any time, effective upon notice to you.

2. Acceptance of Terms

By clicking the "I Agree" button below, you acknowledge that you have read, understand, and agree to be bound by these Terms and Conditions. The most current version of these terms can be reviewed by visiting the Website.

Website Owner reserves the right to change the Terms at any time without notice to you.

3. User Responsibilities

Users are responsible for maintaining the confidentiality of their account and password and for restricting access to their computer. Users agree to accept responsibility for all activities that occur under their account or password. Users may not assign or otherwise transfer their account to any other person or entity.

4. Use of the Website

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these Terms of Use. As a condition of your use of the Website, you warrant that you will not use the Website for any purpose that is unlawful or prohibited by these Terms.

5. Electronic Communications

By visiting the Website, sending emails to TaxTrack.net, or opting in to SMS communications, you consent to receive electronic communications. You agree that all agreements, notices, disclosures, and other communications provided to you electronically, including via SMS as outlined in Section 16, satisfy any legal requirement that such communications be in writing.

6. SMS Communications and Opt-In

By providing your consent, you are enrolling in TAXTRACK Alerts, a program designed to deliver important updates and notifications regarding your account and services. Message frequency may vary. Message and data rates may apply based on your mobile plan.

Opting In: You may opt in to receiving SMS communications through TaxTrack and its licensee tax offices by providing your mobile number and consenting to receive messages. By opting in, you agree to the terms outlined here.

Opting Out: You may opt out at any time by calling 954-371-0065 or emailing admin@taxtrack.net. You may also respond STOP to the SMS number you received TAXTRACK alerts from.

Privacy Policy: For more details on how we handle your information, please refer to our Privacy Policy.

7. Opt-Out Provision

Users have the option to opt out from having their tax information retained by TaxTrack.net. To exercise this option, users must notify Website Owner through the provided contact details.

8. Arbitration Clause

In the event of any dispute arising out of or relating to these Terms and Conditions, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The venue for arbitration shall be Broward County, Florida. The arbitrator's decision shall be final, and judgment may be entered upon it in any court having jurisdiction. Each party shall bear its own costs and attorney's fees, and the parties agree that any arbitration will be conducted on an individual basis, not a class or representative basis.

9. Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. The parties agree that a party may bring claims against the other only in each's individual capacity, and not as a plaintiff or class member in any putative class, collective, and/or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both you and Website Owner agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

10. Indemnification

Users agree to indemnify, defend, and hold harmless TaxTrack.net, Website Owner, its officers, directors, employees, agents, and third parties from any losses, costs, liabilities, and expenses (including reasonable attorney's fees) arising from or related to your use of the Website, your violation of these Terms, or your violation of any rights of a third party.

11. Liability Disclaimer

The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Website Owner and/or its suppliers may make improvements and/or changes in the Website at any time. Website Owner and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained on the Website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. Website Owner and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement. To the maximum extent permitted by applicable law, in no event shall Website Owner and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website, with the delay or inability to use the Website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, negligence, strict liability or otherwise, even if Website Owner or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Website.

12. Termination/Access Restriction

Website Owner reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

13. Disclaimer

The information on this site is provided on an "as is," "as available" basis. You agree that use of this site is at your sole risk. Website Owner disclaims all warranties of any kind, including but not limited to any express warranties, statutory warranties, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. To the extent your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the site shall be to discontinue using the site.

14. Limitation of Liability

Under no circumstances will Website Owner be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to the site, your site use, or the content, even if advised of the possibility of such damages. Your sole remedy for dissatisfaction with the site and/or content is to cease all of your site use. You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

15. Use of Information

Website Owner reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

16. Copyrights and Copyright Agent

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;

- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) 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.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is “Administrator”, who can be reached as follows:

- By Mail: 1401 N University Dr Ste 304, Coral Springs FL 33071
- By Phone: 954-371-0065
- By E-mail: admin@taxtrack.net

17. General Provisions

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Website Owner as a result of this agreement or use of the Website. Website Owners performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Website Owner's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Website Owner with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Website Owner with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Website Owner with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be written in English.

18. Contact Information

If you have any questions or comments regarding these Terms and Conditions, please contact us at:

- By Phone: 954-371-0065

- By E-mail: admin@taxtrack.net

Effective as of November 5, 2024