

# Gelt Terms of Service

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## 1. Introduction

Please review these Gelt Terms of Service carefully. Once accepted, these Gelt Terms of Service become a binding legal commitment between you, as the tax filer (“you,” “your,” “yours,” or “Customer”) and Better Technologies, Inc. d/b/a Gelt (“we,” “us,” “ours,” or “Gelt”). Sometimes in these Terms of Service we call you and us a “party” or together, the “parties.”

Gelt provides an online tax platform, tax services, and related services (collectively, the “Services”). You may order the Services by agreeing to the terms of an order form with Gelt (“Order Form”). These Gelt Terms of Service together with any Order Form constitute the “Agreement” between you and Gelt.

**THIS AGREEMENT INCLUDES A MUTUAL BINDING ARBITRATION AGREEMENT IN SECTION 10 THAT REQUIRES RESOLUTION OF DISPUTES BY INDIVIDUAL ARBITRATION UNLESS YOU OPT-OUT AS PROVIDED IN SECTION 10.**

## 2. Definitions

These are some defined terms that are used in this Agreement. There are other defined terms throughout the Agreement. You can tell if a term is defined if it has quotation marks around it. Except for when we refer to you/your/yours, us/we/ours, or party/parties, defined terms are capitalized when used again in the Agreement.

- 2.1. **“Applicable Law”** means any law that applies to you or us in a given circumstance, this includes laws, regulations, court orders, and arbitration determinations and agreements.
- 2.2. **“Business Customer”** means a Customer who is not an individual person, this includes a corporation, company, association, partnership, estate, or trust.
- 2.3. **“Customer”** means the tax filer. Customer is also referred to in this Agreement as you/your/yours.
- 2.4. **“Customer User”** means each user that Customer allows to use the Services on Customer’s behalf.
- 2.5. **“Platform”** means the electronic systems and internet sites of Gelt, whose domain name is registered at <https://www.joingelt.com/>, and others, and through which we offer Services.

## 3. Description of the Services

- 3.1. **Tax Platform Services.** If provided in your Order Form, the Services include access to and use of our Platform features and forms that guide you in preparing, as applicable, your US federal, state, and local income tax returns, extensions for income tax returns,

amended income tax returns, foreign account reporting, and Section 83(b) election forms ("Tax Platform Services"). For each tax year, we will make commercially reasonable efforts to maintain the availability of the Tax Platform Services through October 15 of the following year. There are limits on the number and types of returns, reports, and forms you may prepare each year, which are stated in your Order Form. You will be the preparer of any tax return filed using the Services, even if you use the Professional Services (except for tax returns filed using the Tax Preparation Services described in Section 3.3.2. below).

- 3.2. **E-Filing Services.** If provided in your Order Form, the Services include the ability for you to electronically file your tax returns with the IRS and US state and local taxing authorities if available ("E-Filing Services"). There are limits on the number and types of returns you may e-file each year, which are stated in your Order Form. The E-Filing Services may not be available in some states or local jurisdictions, for certain forms, or in certain tax situations. Some states and local jurisdictions require that you e-file your US federal and state tax return at the same time.
- 3.3. **Professional Services.** If provided in your Order Form, you may request that a professional ("Professional") provide certain professional services related to your tax returns ("Professional Services"). Gelt provides the Professional Services at your direction. Although our Professionals may provide you with guidance, explanations, and options, it is ultimately your responsibility and sole decision whether to follow the guidance, select tax options, and take tax positions. There are several types of Professional Services, as defined below.
- 3.3.1. **Tax Guidance Services.** Our Professionals may answer your questions regarding your tax returns or other tax issues and may provide explanations, guidance, or options for tax savings strategies based on information you provide ("Tax Guidance Services").
- 3.3.2. **Tax Preparation Services.** If while using the Professional Services, the Professional prepares or reviews your return for significant oversight, the Professional may be obligated under Applicable Law to sign your tax return as the paid tax preparer ("Tax Preparation Services").
- 3.3.3. **Notice and Support Services.** Our Professionals may provide you with support services related to notices and correspondence that you receive from the IRS and other taxing authorities concerning tax returns prepared with the Tax Preparation Services ("Notice and Support Services").
- 3.3.4. **Audit Protection Services.** Our Professionals may represent you before the IRS and other taxing authorities with respect to notices, correspondence, and audit requests concerning tax returns prepared with the Tax Preparation Services ("Audit Protection Services").
- 3.3.5. **Other Professional Services.** Our Professionals may provide other professional services, such as third-party verification letters (also known as comfort letters) ("Other Professional Services").
- 3.4. **Platform Financial Management Services.** If provided in your Order Form, our Platform includes certain financial management features, such as financial account linking; multiple currencies; asset management for cryptocurrency and non-fungible token

("NFT") wallets, real estate, and private investments; Form K-1 management ; and tax optimization ("Financial Management Services").

**3.5. Entity Formation Services.** If provided in your Order Form, Gelt will assist you with entity formation, such as filing entity formation documents in a particular state and providing you with explanations and options for business entity structure and formation ("Entity Formation Services"). It is nonetheless your responsibility and sole decision as to how to structure and form any entities, to obtain all necessary registrations and licenses (including tax registration and professional licenses), and to satisfy all other requirements to form an entity (such as adequate capitalization and insurance coverage). There are limits on the number and types of entities eligible for Entity Formation Services which are stated in your Order Form.

**3.6. Limitations on the Services.**

**3.6.1. No investment or legal advice.** The Services do not include investment or legal advice. You acknowledge and agree that the Services are not a substitute for the advice of an attorney or other professional advisor.

**3.6.2. Right to refuse requests.** Our Professionals have the right to refuse any request that is outside the scope of the Professional's designation or authority or the Services provided in your Order Form. Additionally, our Professionals may refuse any request to provide Professional Services if they reasonably disagree with a tax position you request them to take.

**3.6.3. Professional assignment.** More than one Professional may be assigned to assist you on a particular tax return or other Professional Services. We may change who is assigned to assist you (including changing your tax preparer) due to expertise, availability, or another circumstance, at our sole discretion.

**3.6.4. Not all tax situations included.** Not all tax topics, forms, situations, or entities are included in the Services. For example, the Services do not include property tax or sales tax returns. The Services are not available for non-US tax returns. You are solely responsible for determining and filing any tax return obligations you may have that are not included in the Services. If not specifically identified in the Agreement, we may decline to provide services in certain tax situations.

## **4. Your Use of the Services**

**4.1. Your licensed and permitted use.** Subject to the terms of this Agreement, Gelt grants you a non-exclusive, non-transferable, non-sublicensable, and limited license and right to use and access the Services described in any Order Form for your individual personal and/or internal business purposes.

**4.2. Our intellectual property rights. Between you and us, we own all right, title, and interest to the Services,** all components of the Services, and the copyrights, patents, trade secrets, trademarks, and other intellectual property rights pertaining to any aspect of the Services. You acquire no ownership interest, derivative work, or component of the Services through your use of the Services. You are not granted right,

title, or interest to use any trademark, service mark, logo, or trade name of Gelt under this Agreement.

**4.3. Your account and related responsibilities.** You are required to create an account with us to access certain features of the Services.

**4.3.1. Business Customers.** If you are a Business Customer, you represent and warrant that the person creating the account is authorized by the Business Customer to create the account on behalf of the Business Customer.

**4.3.2. Joint filers.** If you file a return with the status “married filing jointly,” you agree that each spouse is a Customer subject to this Agreement. Each spouse acknowledges and agrees that, in connection with the Services, Gelt does not recognize an expectation of privacy between the spouses and may share information with either spouse about the tax returns or information submitted in connection with the tax returns without the consent of the other spouse. In the event of a separation or divorce, each spouse must establish their own separate account for returns filed with the status “single” or “married filing separately.” Once the separate accounts are established, we will not share information in a separate account with a spouse or former spouse who is not a Customer User on such separate account; provided, however, that we may continue to share information with any spouse or former spouse related to any tax returns that had been filed as “married filing jointly” even after separation, divorce, and/or creation of a separate account.

**4.3.3. Joint account.** You may establish a single account for multiple related tax filers (for example, an individual who also owns several businesses that file separately) and you agree that each tax filer is a Customer subject to this Agreement. Each tax filer acknowledges and agrees that, in connection with the Services, Gelt does not recognize an expectation of privacy between tax filers sharing a joint account and Gelt may share information with any tax filer regarding tax returns or other information submitted in connection with the joint account without the consent of the other tax filers to the joint account. In the event of a separation of tax filers sharing a joint account, each tax filer must establish their own separate account. Once the separate accounts are established, we will not share information in a separate account with a tax filer who is not a Customer User on such separate account; provided, however, that we may continue to share information with any tax filer related to any tax returns or tax information contained in the joint account, even after separation and/or creation of a separate account.

**4.3.4. Customer Users.** You may add Customer Users to your account subject to any limitations in this Agreement. You are responsible for each Customer User’s access to and use of your account and the Services; and you have all responsibility and liability for any breach of this Agreement by a Customer User. Each Customer User is subject to the access and use terms and restrictions contained in this Agreement and any additional terms of use applicable to the Services posted on our Platform.

**4.3.5. Security of your account.** You are responsible for the security of your account and your use of Services, including the access to and use of your account and the

Services by each Customer User. (a) You are responsible for establishing and maintaining the confidentiality of your account, usernames, passwords, and the information submitted via your account or otherwise in connection with your use or any Customer User's use of the Services. You agree to use commercially reasonable and prudent efforts to prevent unauthorized access to or use of your account or the Services. (b) Each Customer User must have a unique username and password. Customer Users may not share usernames and passwords. (c) The Services are only available to you and your authorized Customer Users; you will not allow any other person to access or use your account or the Services. (d) You will notify us immediately of any unauthorized access to or use of your account or the Services. We have no liability to you for any unauthorized access of your account or the Services caused by your acts, omissions, or breach of this Agreement. (e) You are solely responsible for the access to and use of information of each Customer User. If you wish to discontinue a Customer User's access to the Services, you must remove the Customer User.

**4.4. Your compliance with law.** You are solely responsible for compliance with all Applicable Law related to your use of the Services. You agree to provide reasonable cooperation regarding requests from law enforcement, taxing authorities, or other governmental authorities.

**4.5. Your tax return responsibilities.** This Section 4.5 describes your responsibilities for all Services.

**4.5.1. Accuracy of information.** You are responsible for the accuracy and completeness of all information you or any Customer User provides to us or makes available to us from third parties, including information imported into the Services from third parties connected to the Services, such as financial institutions and financial software services. You represent and warrant that all information you or any Customer User provides to us or makes available to us is true, accurate, consistent, and complete and that you have the right to provide the information to us. You understand that we rely upon the information that you or a Customer User provides or makes available to us and we do not independently verify such information. You are responsible for providing evidence and support for all statements in your tax returns, including any claimed credits, deductions, or expenses.

**4.5.2. Tax positions.** You are solely responsible and the sole decision maker for what tax positions to take. The IRS or state or local taxing authorities may disagree with such tax positions. You are solely responsible for all taxes, penalties, and interest due with respect to any tax positions taken on your tax returns, during audits, or other tax proceedings before the IRS or state or local taxing authorities.

**4.5.3. Verifying tax returns.** You are responsible for reviewing and verifying all tax returns prepared with the Services for accuracy and completeness.

**4.5.4. Filing tax returns.** You are responsible for ensuring that your tax returns and other required forms and documents have been filed with the applicable taxing authorities in a timely manner (either filed by you through the E-Filing Services or

by a Professional with your consent through the Tax Preparation Services, as applicable). You are responsible for verifying the status of your return to confirm that it has been received and accepted by the applicable taxing authority. If a state does not accept e-filing or a taxing authority rejects your electronically filed return, you are responsible for filing your tax return manually in a timely manner, including paying postage fees.

- 4.5.5. **Record keeping.** You are responsible for retaining a copy of your tax returns for your records and maintaining records to support the accuracy and completeness of your tax returns. Although we will store certain records in accordance with Applicable Law as it applies to us, we may be subject to different retention requirements than you and we have no obligation to store your records in accordance with record retention requirements applicable to you. You acknowledge and agree that you must comply with US federal and state record retention requirements.
- 4.5.6. **Foreign account reporting.** There are US reporting requirements for direct and indirect interests in foreign bank accounts and other foreign financial assets. You are responsible for informing us of all foreign accounts and assets, and we may determine that you are not eligible for the Services based on your foreign holdings. You are solely responsible for filing any foreign tax returns or foreign account reporting, including Foreign Bank Account Reporting (FBAR) on FinCEN Form 114. You acknowledge and agree that you are solely responsible and liable for all civil and criminal penalties imposed for failure to comply with foreign account or asset reporting requirements.
- 4.5.7. **Tax Payment.** You have the sole responsibility and liability to pay all of your tax liability for past, current, and future tax years, including payment of withholdings and quarterly estimated tax payments (if applicable).
- 4.5.8. **Payment for Services.** We will not file any documents with taxing authorities (including tax returns, informational returns, elections, or reports) until we receive payment for the Services.

4.6. **Your additional responsibilities and terms for Professional Services.** If you use any Professional Services, these additional responsibilities and terms apply to your use of them.

- 4.6.1. **Delegation of preparation.** You acknowledge and agree that once you delegate preparation of your tax return to a Professional, you will no longer be able to prepare the tax return yourself using the Services. If a tax return filed by a Professional is rejected because the return has been filed by you or another tax preparer, we have no further responsibility for your tax return.
- 4.6.2. **Responding to Professional requests.** You are responsible for promptly providing all information required or requested by our Professionals to prepare your tax returns, respond to taxing authority notices or requests, or otherwise provide the Professional Services. We have the right, in our sole discretion, to terminate the Professional Services if you fail to provide requested information in a timely manner. If you provide any information within less than 10 days of a filing deadline, we may require you to file an extension and we may terminate the

Professional Services if you decline to file such extension. Tax Preparation Services for a given tax year are available through October 15 of the subsequent year.

- 4.6.3. **Professionals do not verify your information.** Our Professionals do not independently audit or verify the information you submit, although they review your information and may ask you for clarification regarding some of the information. You acknowledge and agree that you cannot rely on Gelt or our Professionals to discover errors, fraud, or other irregularities in tax returns or other tax documents.
- 4.6.4. **Approval of tax returns.** You will receive a copy of your tax return for review and approval before filing. If you identify any errors in your tax return during your review, you agree to promptly (and before approval) notify and cooperate with our Professionals to correct the errors. We will not file any tax returns until you approve them and consent to us e-filing your tax returns.
- 4.6.5. **Completion of taxing authority forms.** For us to complete certain of the Professional Services, you must timely complete and submit certain forms. For us to e-file your tax returns and/or sign them as your tax preparer, you and any joint filer must sign a completed Form 8879, IRS e-file Signature Authorization and any additional state and local authorization forms, as applicable. To provide you with the Notice and Support Services, you and any joint filer must sign a completed Form 8821, Tax Information Authorization and any additional state and local forms, as applicable. For our Professionals to represent you before any taxing authority, you and any joint filer must sign a completed Form 2848, Power of Attorney and Declaration of Representative and any additional state and local forms, as applicable.
- 4.6.6. **Professional disagreement on tax position.** If our Professionals reasonably disagree with a tax position you request them to take, they may decline to prepare and sign your return or provide other Professional Services, and we may terminate the Professional Services.
- 4.6.7. **Refusal to provide Professional Services due to your breach.** We may refuse to prepare your tax return or provide other Professional Services if you fail to adhere to your responsibilities under this Agreement or otherwise breach this Agreement, and we may terminate the Professional Services. You will be charged and will not be entitled to a refund for Professional Services if we refuse to perform or terminate Professional Services due to your breach of this Agreement.
- 4.6.8. **Refusal to provide Professional Services for any reason.** We may refuse to provide Professional Services or prepare a tax return for any reason in our sole discretion. Unless our refusal is permitted by another provision of this Agreement and so long as you are not in breach of this Agreement, you will not be charged or will receive a refund for Professional Services that we do not provide.
- 4.6.9. **Bill of Rights regarding Tax Preparation Services.** Customers residing in the following jurisdictions should review the applicable Bill of Rights provided here:
  - (a) New York State – [Consumer Bill of Rights Regarding Tax Preparers](#); (b) New York City – [Consumer Bill of Rights Regarding Tax Preparers](#); (c) Chicago, Illinois – [Consumer Bill of Rights Regarding Tax preparation Services](#). By entering into

this Agreement, you acknowledge receipt of the linked Bills of Rights. Your Professional can answer your questions regarding these Bills of Rights.

**4.7. Restrictions on your use of the Services.**

- 4.7.1. **Minimum age.** You must be 18 years of age or older to create an account or use the Services.
- 4.7.2. **United States use only.** The Services are limited to US tax returns (federal, state, and local) and US tax issues. For tax returns or tax issues with international implications, you should consult with an international tax advisor or other professional.
- 4.7.3. **The Services are for your use only; no professional use.** You may not use the Services for the benefit of another person or business. You may not use the Services as a professional tax preparer to prepare tax returns, schedules, or worksheets for another person or business.
- 4.7.4. **Prohibited uses of the Services.** You and each Customer User will not: (a) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any component of the Services are compiled or interpreted, and you acknowledge that nothing in this Agreement will be construed to grant you any right to obtain or use such code; (b) duplicate or create any derivative product from the Services or any component of the Services; (c) license, sublicense, lease, resell, or transfer the Services to a third party or allow third parties (other than Customer Users as permitted herein) to gain access to the Services; (d) transmit material containing viruses, malware, or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (f) attempt to bypass, exploit, defeat, or disable limitations or restrictions placed on the Services; (g) conduct any denial of service (DoS) attack on the Services or otherwise attempt to disrupt, disable, or overload the Services; (h) attempt to gain access to the Services by automated means, such as bots; (i) attempt to gain unauthorized access to the Services, computer systems, or networks related to the Services; (j) create a false identity or attempt to mislead others as to the identity of the sender or the origin of any data or communications; (k) use the Services to violate any Applicable Law; or (l) interfere with another user's use and enjoyment of the Services.
- 4.7.5. **Export restrictions.**

This Agreement is expressly made subject to any Applicable Law regarding export from the United States of computer software, technical data, or derivatives. You agree that you will not export, directly or indirectly, any technical data (as defined by the US Export Administration Regulations) produced or provided under this Agreement or any direct product of such technical data, including software, to a destination to which such export or re-export is restricted or prohibited by US or non-US law. This obligation survives the termination or expiration of this Agreement.

- 4.8. **Suspension of your account.** We may suspend your account or any Customer User's access to the Services immediately if we, in good faith, believe: (a) that you or any Customer User has materially breached any provision of this Agreement (including failure to pay); (b) that you or any Customer User is using the Services in a manner that threatens the security, integrity, or reliability of the Services; (c) that there has been unauthorized access or fraud related to your account or the Services; (d) that information in your account or provided in connection with the Services is inaccurate or incomplete; or (e) that the provision of the Services (or a portion thereof) will expose us or you to legal, regulatory, or compliance risk.
- 4.9. **Changes to the Services.** You acknowledge that the features and functions of the Services may be updated or otherwise be subject to change. We will not materially decrease the overall functionality of the Services you order.
- 4.10. **Beta versions.** We may make beta versions or features of the Services available to you, which you may use in your sole discretion. We may discontinue beta versions and features at any time and decide not to make them generally available.

## 5. Fees and Payment Terms

- 5.1. **Fees.** You agree to pay the fees for the Services stated in the applicable Order Form. The price for your use of any of the Services is the published price in the applicable Order Form. Your price for the Services, subject to the service limits stated in an Order Form, will not change after you pay for such Services. If you use Services not included in an Order Form or in excess of the service limits stated in an Order Form, you agree to pay the additional fees for such additional Services. You may enter into additional Order Forms for additional Services.
- 5.2. **Taxes.** The fees stated in an Order Form are exclusive of taxes. You agree to pay all taxes and fees imposed by governmental authorities. Unless otherwise required by Applicable Law, in the event you dispute taxes applied on your bill, you must request a refund of the disputed tax within 60 days of the date of the bill containing such tax.
- 5.3. **Payments.** Fees, taxes, and other charges will be billed in US dollars, and your account will be charged upon purchase and when you provide your payment information, unless stated otherwise in an Order Form. Late payments will bear interest at the lesser of (i) 1.5% per month calculated and compounded monthly or (ii) the highest rate permissible under Applicable Law, except for payments that are properly disputed. Payments are non-refundable. If we process your payments using a third-party payment processor, such payments will be governed by the third-party payment processor's terms of use and privacy policy.
- 5.4. **Billing disputes.** You must notify Gelt within 60 days of the date we bill you if you dispute any fees, taxes, or other charges in the bill. Unless otherwise required by

Applicable Law, you cannot dispute a bill or payment more than 60 days after the date of the applicable bill.

- 5.5. **Subscriptions; automatic renewal; cancellation.** You may be charged a separate subscription fee for each tax year. The subscription fee is due in full in advance or on a recurring interval disclosed in your Order Form. If you request to cancel during a subscription period, your cancellation will be effective on the last day of such subscription period and you must continue to pay all fees due for the subscription, even if you no longer use the Services. If you cancel during the subscription period, you will be able to continue to access and use the applicable Services until the end of your subscription period. We do not provide refunds or credits for any cancellations during a subscription period or for partial subscription periods. Your subscription to the Services will automatically renew at the end of the applicable subscription period for the then-current subscription fee (which may be higher than your existing subscription fee), but you can cancel the renewal of the subscription at any time. For annual subscriptions, we will provide you with a reminder of the auto-renewal and the then-current subscription fee between 30 and 60 days before your subscription auto-renews.
- 5.6. **Termination for non-payment.** If you fail to make a payment, or if your payment information is not accurate, current, and complete, we may suspend or terminate your account or the Services.

## 6. Personal Information

- 6.1. **Personal information.** You agree that we may use, disclose, and maintain personal information according to [Gelt's Privacy Policy](#) and any changes to the policy published by us. To the extent you or any Customer User provides or makes available personal information about individuals other than yourself or the Customer User providing the information, you represent and warrant that you have complied with all Applicable Law and received the proper authority or consent to allow us to collect and process such information to provide the Services and operate our business.
- 6.2. **Parent or guardian consent to collection and use of children's personal information.** We do not collect any personal information directly from children. As a parent or guardian, you may provide or make available personal information of your children in connection with the Services and, by doing so, you agree and consent to our collection and use of your children's personal information. Please consult [Gelt's Privacy Policy](#) for more information about your rights as a parent or guardian with respect to your children's personal information.
- 6.3. **Your consent to collection and use of personal health information.** If you provide or make available your personal health information in connection with the Services, you agree and consent to our collection and use of your personal health information consistent with [Gelt's Privacy Policy](#).
- 6.4. **Sharing your information with taxing authorities.** In connection with the E-Filing Services and Tax Preparation Services, we may be required to notify the IRS and

certain state and local taxing authorities of certain information about your access to and use of the Services, such as the computer (IP address) and account from which the return originated and whether the email address of the person e-filing the return has been collected. By using the Services to submit your tax return, you consent to the disclosure to the IRS and any other taxing or governmental authority of all information relating to your access and use of the Services.

## 7. Representations, Warranties, and Disclaimer

- 7.1. **Your additional representations and warranties.** By entering into this Agreement, you make representations and warranties to us. Some of your representations and warranties are contained in this Section and some are contained in other Sections of this Agreement (including Sections 4 and 6).
- 7.1.1. **Valid agreement.** You represent and warrant that you have validly accepted or entered into this Agreement and have the legal power to do so.
- 7.1.2. **Accurate information.** You represent and warrant that all information you or your Customer Users provide to us or make available to us is true, accurate, consistent, and complete and that you have the right to provide the information to us under Applicable Law. You have the sole responsibility and liability for the accuracy, quality, integrity, legality, reliability, and appropriateness of all information you and your Customer Users provide or make available to us.
- 7.1.3. **Consent for personal information.** You represent and warrant that you have provided and will continue to provide adequate notices and that you have obtained and will continue to obtain necessary permissions and consents in compliance with Applicable Law to provide personal information to us and for our use of personal information.
- 7.1.4. **No Sanctions Lists.** You represent and warrant that you are not on any government prohibited, denied, or unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list (collectively, "Sanctions Lists"). If you or any Customer User becomes placed on any Sanctions List, you will notify us immediately and discontinue your or your Customer User's use of the Services as applicable.
- 7.2. **Gelt's representations and warranties.**
- 7.2.1. **Valid agreement.** We represent and warrant that we have validly accepted or entered into this Agreement and have the legal power to do so.
- 7.2.2. **Provision of Services.** We represent and warrant that the Services perform materially in accordance with their description in an Order Form. Your exclusive remedy for a breach of this Section 7.2.2. will be, at our option, to (a) remediate any material non-conformity; or (b) refund you the fees paid for the time period during which the affected Services do not comply with this Section 7.2.2.
- 7.3. **DISCLAIMER OF WARRANTIES.** Except as expressly warranted in this Agreement and to the fullest extent permitted by Applicable Law, the Services, and any other materials, data, software, products and services provided under this Agreement are

provided “as is” and “with all faults,” and we expressly disclaim all other warranties of any kind or nature, whether express, implied, or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, as well as any warranties of system integration, non-interference, absence of any defects (whether latent or patent), or accuracy of data. No warranty is made by us on the basis of trade usage, course of dealing, or course of performance. We do not warrant that the Services or any other materials, data, software, products, or services provided under this Agreement will meet your requirements, comply with Applicable Law, generate enforceable obligations, or that the operation of them will be uninterrupted or error-free, or that all errors will be corrected. We do not warrant or guarantee any tax results or effective tax rates. You acknowledge that our obligations under this Agreement are for the benefit of Customer only. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. We are not responsible for any delays, delivery failures, or other damages resulting from such problems.

## **8. Indemnification.**

- 8.1. **Your indemnification of Gelt.** You agree to defend, indemnify, and hold us, our affiliates, and our third-party providers, licensors, and suppliers, along with our and their respective directors, officers, employees, and agents, harmless from any claims, damages, losses, or costs (including reasonable attorneys’ fees and expenses) arising out of the use of the Services, breach of this Agreement, or violation of any Applicable Law or the rights of any third party by you, Customer Users, or any person you provide access to the Services.

## **9. Limitations of Liability**

- 9.1. **WE HAVE NO LIABILITY FOR YOUR TAX RETURNS OR THE INFORMATION IN THEM.** You understand that we will not audit or otherwise verify information you provide and are not responsible and will have no liability for (a) disallowed deductions, (b) inclusion of additional unreported income, (c) taxes, penalties, or interest, (d) lost profits or investments, (e) tax positions taken by you, (f) inability to file your tax return, (g) delay in preparing your tax return, (h) incorrect or incomplete information provided or made available to Gelt, (i) fraud or errors in your tax return, (j) your use of any tax forms or other documents generated by the Services, or (k) your retention of, or your failure to consult or retain, an attorney or other competent professional with respect to your tax returns or any contract, document, or legal matter.
- 9.2. **YOU AND WE HAVE NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES.** To the extent permitted by Applicable Law, you and we each agree to limit claims for damages (or other monetary relief against each other) to direct and actual damages regardless of the theory of liability. This means that neither of us will seek any indirect, special, consequential, treble, or punitive damages from the other. These disallowed damages include, but are not limited to, damages arising out of

unauthorized access or changes to your account or the Services, lost profits, costs of delay, failure of delivery, business interruption, cost of lost or damaged data or documentation, costs of procurement of substitute goods, services, or technology, or liabilities to third parties arising from any source. These limitations apply even if a party has been advised of the possibility of such damages. These limitations apply without regard to whether other provisions of this Agreement have been breached or proven ineffective. These limitations also apply to any claims you may bring against any third party to the extent that we would be required to indemnify that third party for such claim.

9.3. **WE ARE NOT LIABLE FOR DAMAGES OUT OF OUR CONTROL.** You agree that we are not liable for delays, problems, or damages caused by you or a third party, by any act of nature, by any act beyond our reasonable control (for example, war, terrorist acts, labor disputes, government actions, pandemics), or by any criminal activity by someone unrelated to us.

9.4. **YOU AGREE TO LIMIT THE AMOUNT OF DAMAGES PAYABLE BY US. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF GELT, OUR AFFILIATES, AND OUR THIRD-PARTY PROVIDERS, LICENSORS, OR SUPPLIERS ARISING OR RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES THAT YOU PAID TO USE THE RELEVANT SERVICES IN THE 12 MONTHS BEFORE OUR BREACH OR THE FIRST INCIDENT GIVING RISE TO OUR LIABILITY; OR, IF NO FEES WERE PAID IN SUCH PERIOD, \$100.**

9.5. **YOU AND WE AGREE TO LIMIT THE DEADLINE TO BRING CLAIMS.** To the fullest extent permitted by Applicable Law, you and we each agree that all claims related to this Agreement must be brought within 2 years of the date the claim arises (even if Applicable Law provides for a longer statute of limitations).

9.6. **YOU AND WE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.** The limitations of liability in this Section 9 constitute an important part of this Agreement and are among the reasons you and we are willing to enter into this Agreement. Without these limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

## **10. Disputes**

10.1. **Summary of dispute resolution procedures.** By entering into this Agreement, you are agreeing to resolve any dispute with us through binding arbitration or small claims dispute procedures (unless you opt out), and to waive your rights to a jury trial and to participate in any class action suit.

10.2. **Binding arbitration and small claims court.** YOU AND WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, OUR PRIVACY NOTICE, OUR

**SERVICES, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.** This includes any claims against other parties relating to the Services provided or billed to you (such as our third-party providers, licensors, and suppliers) whenever you also assert claims against us in the same proceeding. You and we each also agree that this Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law, not state law, apply and govern the enforceability of this dispute resolution provision (despite the general choice of law provision set forth below). **THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).**

- 10.3. **Your choice to opt-out.** Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE YOU ENTERED INTO YOUR ORDER FORM** (the "Opt Out Deadline"). You must opt out by the Opt Out Deadline for each Order Form. You may opt out of these arbitration procedures by emailing us at [info@joingelt.com](mailto:info@joingelt.com). Any opt-out received after the Opt Out Deadline will not be valid and you will be required to pursue your claim in arbitration or small claims court.
- 10.4. **Good faith negotiation of disputes.** For any and all disputes or claims you have, you must first give us an opportunity to resolve your claim by sending a written description of your claim to [info@joingelt.com](mailto:info@joingelt.com) or Gelt, 382 NE 191st St., PMB 14492, Miami, FL 33179-3899. You and we each agree to negotiate your claim in good faith. You agree that you may not commence any arbitration or court proceeding unless you and we are unable to resolve the claim within 60 days after we receive your claim description and you have made a good faith effort to resolve your claim directly with us during that time.
- 10.5. **Arbitration and small claims court procedures.** If we are unable to resolve your claim within 60 days despite those good faith efforts, then either you or we may start arbitration or small claims court proceedings. To begin arbitration, you must send a written letter requesting arbitration and describing your claim to our registered agent at Gelt c/o Legalinc Corporate Services, 651 N. Broad St., Suite 201, Middletown, DE 19709 and to the American Arbitration Association ("AAA"). You may download or copy a form of notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitration of all disputes will be administered by the AAA under its Consumer Arbitration Rules in effect at the time the arbitration is commenced, except to the extent any of those rules conflicts with this Agreement, in which case this Agreement will govern. The AAA rules are available at [www.adr.org](http://www.adr.org). If the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either you or we may elect to have the claims heard in small claims court, rather than in arbitration, at any time before the arbitrator is appointed, by notifying the other party of that election in writing. The arbitration of all disputes will

be conducted by a single arbitrator, who will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates; (b) if the parties cannot agree on an arbitrator from that list, each party will return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA will appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. Payment of all filing, administration, and arbitrator fees will be governed by the AAA rules. If you initiate the arbitration, you are required to pay AAA's initial filing fee, but we will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in Delaware (unless the arbitrator finds that either the substance of your claim or the relief sought in your demand for arbitration was frivolous or was brought for an improper purpose). An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs. If we are the prevailing party, we may seek reimbursement of reasonable attorneys' fees and costs in arbitration unless prohibited under Applicable Law.

**10.6. Class Action Waiver. YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION.** If we believe that any claim you have filed in arbitration or in court is inconsistent with this limitation, then you agree that we may seek an order from a court determining whether your claim is within the scope of this class action waiver. If a court or arbitrator determines in an action between you and us that any part of this Class Action Waiver Section is unenforceable with respect to any claim, the arbitration agreement and Class Action Waiver Section will not apply to that claim, but they will still apply to any and all other claims that you or we may assert in that or any other action. **If you opt out of the arbitration provision as specified above, this Class Action Waiver Section will not apply to you. Neither you, nor any other Customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.**

**10.7. Jury Trial Waiver.** If a claim proceeds in court rather than through arbitration, **YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

## **11. Term, Termination, and Survival**

**11.1. Term.** This Agreement will commence on the date you sign an Order Form and continue until terminated in accordance with Section 11.2.

**11.2. Termination.**

**11.2.1. Termination at end of subscription or Order Form.** This Agreement will terminate upon the expiration, cancellation, or termination of all outstanding subscriptions and Order Forms. See Section 5.5 for terms regarding cancellation and auto-renewal of subscriptions.

**11.2.2. Termination for material breach.** You or we may terminate this Agreement (including all Order Forms, subscriptions, and Services that are in effect) in the event the other party commits any material breach of this Agreement and fails to remedy such breach within 15 days after receiving written notice of such breach.

**11.2.3. Termination and suspension provisions for specific Services and access.** We may terminate a portion of the Services (for example the Tax Preparation Services) or suspend your access, a Customer User's access, or a portion of the Services if permitted by another provision of this Agreement. We may not be required to give any notice to you to terminate a portion of the Services or to suspend access under such other provisions.

**11.3. Effect of Termination.** Upon termination of this Agreement, you must immediately discontinue your use of the Services and the Platform and pay the fees for all Services used or due under any Order Form. No termination will affect your obligation to pay or entitle you to any refund. We have no obligation to provide any Services, including filing tax returns, after termination.

**11.4. Survival.** All provisions of this Agreement that are intended to survive or that must survive in order to give effect to its meaning (including, but not limited to, the provisions of Sections 4.2, 6, 7, 8, 9, 10, and 12) will survive the termination or expiration of this Agreement.

## **12. General**

**12.1. Choice of law.** This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state of Delaware, without regard to the conflicts of laws rules. Foreign laws do not apply. Arbitration or court proceedings must be brought in Delaware or the state or jurisdiction in which your billing address in our records is located, but not outside of the United States.

**12.2. Notices.** You may deliver notices to us by email to [info@joingelt.com](mailto:info@joingelt.com) or by postal mail to Gelt, 382 NE 191st St., PMB 14492, Miami, FL 33179-3899. If you are commencing a legal proceeding against us, such as arbitration or small claims court, you must send notice of the legal proceeding to our registered agent at Gelt c/o Legalinc Corporate Services, 651 N. Broad St., Suite 201, Middletown, DE 19709. We may deliver notices to you via email, mail, or electronic means using the contact information on your Order Form or in your account or posting the notice on our Platform. Electronic notices are considered delivered when sent or posted. Postal notices are considered delivered 3 days after mailing. Notices delivered by a nationally

recognized courier (for example, UPS and FedEx) are considered delivered when received.

- 12.3. **E-Sign Consent.** We may need to provide you with certain communications, notices, agreements, billing statements, or disclosures (“Communications”) in writing regarding the Services. You agree and consent to receive Communications electronically from Gelt, our affiliates, and our third-party service providers, rather than in paper form, and to the use of electronic signatures in our relationship with you (“E-Sign Consent”). You also acknowledge and agree that you have the ability to receive Communications electronically. You may withdraw your consent to receive Communications electronically at any time by sending us notice at the email or postal address in the Notice Section 12.2 above. If you choose to withdraw your consent, we may terminate your access to the Services.
- 12.4. **Third-Party connections.** The Services may include integrations, links, or connections to third-party websites, applications, or services. We do not warrant, and are not responsible for, the services, products, or claims made about a third party, or the actions or omissions of any third-party. You must review and comply with any third-party terms of service or other provisions. We may use Plaid, Inc. to gather data, including personal information, from financial institutions. You agree to personal information being transferred, stored, and processed by Plaid in accordance with the [Plaid privacy policy](#).
- 12.5. **Third-Party beneficiaries.** Our third-party providers, licensors, and suppliers and our affiliates are considered to be third-party beneficiaries of this Agreement solely to the extent necessary for them to enforce any protections afforded them by this Agreement, except as otherwise provided in this Agreement. There are no other third-party beneficiaries to this Agreement. All rights and benefits of this Agreement from us are intended solely for Customer as the original purchaser of the Services.
- 12.6. **Independent Contractors.** You and we agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship, or franchise between the parties. You and we are acting as independent contractors in making and forming this Agreement.
- 12.7. **Assignment.** You and we are prohibited from assigning this agreement to a third party without the prior written consent of the other party to this Agreement except as provided in the next sentence. You and we may assign this Agreement in its entirety (including all Order Forms), without the consent of the other party, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of substantially of all assets. Any permitted assignment will not relieve the assigning party of its obligations under this Agreement unless agreed in writing by the other party. Subject to the foregoing restrictions on assignment, this Agreement will bind and inure to the benefit of your and our respective successors and permitted assigns.
- 12.8. **Amendment.** We have the sole discretion to change the terms of this Agreement or make changes regarding any aspect of the Services, except as otherwise provided in this Agreement. If this occurs, we will provide you with notice via

any means we consider reasonable, including, without limitation, email, posting on our Platform, or updates to the Services. After we provide notice, your continued use of the Services constitutes your acceptance of the changes and the Agreement as amended.

- 12.9. **Waiver.** You and we cannot waive any provision of this Agreement except in a writing signed by you and us. Our failure to insist on or enforce strict performance of any provision of this Agreement or any of our rights is not a waiver of any provision or right.
- 12.10. **Severability.** If any part of this Agreement is held invalid or unenforceable, that part may be severed from the Agreement to the minimum extent necessary to cure such invalidity or unenforceability. The remainder of the Agreement will remain valid and enforceable.
- 12.11. **Entire Agreement.** This Agreement is the entire agreement between you and us regarding the rights you have with respect to the Services, except as provided by Applicable Law, and you cannot rely on any other documents or statements by any of our representatives or agents.

