

*Effective Date: May 19, 2020*

**Earned Credit Project  
Terms of Service**

Welcome to Earned Credit Project! Earned Credit Project is a service that connects qualifying tax filers with tax preparers trained through the IRS Volunteer Income Tax Assistance program ("Tax Preparers").

The following Terms of Service (the "Terms") between you and Earned Credit Project, LLC ("Earned Credit Project," "we," or "us") govern your use of and access to the Earned Credit Project website, meetings with our Tax Preparers, and related services (collectively, the "Services").

These Terms constitutes a binding agreement made between you and Earned Credit Project. By using or accessing any part of the Services, you agree to these Terms. If you do not agree to all of these Terms, you may not use or access the Services.

**NOTE:** YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ALL FEDERAL AND STATE TAX FILINGS PREPARED THROUGH THE SERVICES. EARNED CREDIT PROJECT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCEPTANCE OF FILINGS, WHETHER YOU WILL BE SUBJECT TO A TAX REFUND AND THAT REFUND'S AMOUNT, OR ANY OTHER ASPECT OF ANY TAX FILING YOU MAKE THROUGH THE SERVICE. DO NOT AGREE TO FILE ANY TAX DOCUMENT WITH ANY GOVERNMENT IF YOU BELIEVE THERE IS AN ERROR, OMISSION, OR MISREPRESENTATION IN THE DOCUMENT.

**1. Modification**

Earned Credit Project reserves the right, at its sole discretion, to modify these Terms at any time and without prior notice. If we modify these Terms, we will either post a notification of the modification on our website or otherwise provide you with notice of the change. The date of the last modification will also be posted at the beginning of these Terms. It is your responsibility to check from time to time for updates. By continuing to access or use the Services, you agree to be bound by any modified Terms.

**2. Privacy Policy**

Your use of the Services signifies your continuing consent to the Earned Credit Project Privacy Policy. Please read that policy carefully.

**3. User Accounts**

To access some of the features of the Services you must register for an account. When you register, you will be required to provide some basic contact information, such as a name, email address, and zip code. You can also provide a desired username and password, as well as some other information we may use to customize your experience.

You are solely responsible for maintaining the integrity of your account and the confidentiality of your username and password. You may not transfer, share, or authorize others to use your account without prior approval from Earned Credit Project.

We reserve the right to terminate your account if you violate the Terms, or if we believe that such action is needed in order to protect the rights, interest, safety, or interests of Earned Credit Project, its users, its affiliates and service providers, or others. This termination may be done with or without notice to you.

If you wish to terminate your account, please contact Earned Credit project at [info@earnedcredit.org](mailto:info@earnedcredit.org).

#### **4. Eligibility**

The Services are intended solely for persons who are at least 18 years old. By using the Services you are confirming that you are at least 18 old. If you are not 18 or older, you may not use the Services.

#### **5. Limitations on Services**

Please note that Earned Credit Project and its Tax Preparers are not in the business of providing legal, financial, accounting, health care, real estate, or other professional services or advice. Consult the services of a competent professional when you need this type of service.

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

Whether or not you register for an account, your use of the Services is subject to your compliance with these Terms. Your use of the Services is further subject to the following restrictions and obligations:

- a. You may only use the Services for your own personal, non-commercial use. You may not transfer your right to use the Services to others.
- b. You may access the Services for lawful purposes only. You may not use the Services to harm other people or their property, or to transmit content that in any way infringes or violates the rights of anyone.
- c. You agree to participate in all meetings with Tax Preparers in good faith. You may not use the Services in any way that defrauds, misrepresents, or misleads any Tax Preparer, government tax authority, or other person or entity.
- d. You may not use the services if you have previously been terminated from accessing the Services or had your account deleted.
- e. You may only use the Services in the United States, and only if your access and use of the Services is lawful where you are located.
- f. You may not automatically copy, rip, scrape, crawl, or capture the content in the Services except as expressly allowed by Earned Credit Project in writing.
- g. You may not interfere with or damage the Services, including, without limitation, through the use of viruses, bots, harmful code,

denial-of-service attacks, backdoors, packet or IP address spoofing, forged routing, or any similar methods or technology.

- h. You may not use the Services for unauthorized mail or messages or any form of "spamming." You may not transmit any material that constitutes junk mail, spam, or commercial offers.

## **7. User Content**

As part of the features of the Services, we may allow you to voluntarily submit content over the Services, including information related to your tax returns ("User Content"). You hereby grant Earned Credit Project a nonexclusive, worldwide, perpetual, royalty-free, irrevocable right and license to reproduce, distribute, display, host, store, promote, exploit, create a derivative work from, adapt, edit, sublicense, and otherwise use the User Content in any medium or form now known or hereafter developed, without royalty or charge, for the purpose of helping you prepare your tax return, and to otherwise develop or improve the Services.

You further represent and warrant that:

- a. to the best of your knowledge, the User Content you submit is complete, accurate, and will not mislead your any Tax Preparer, government tax authority, or other person or entity;
- b. your User Content will not create any liability on the part of Earned Credit Project; and
- c. your User Content does not contain any worms, viruses or other harmful code.

## **8. Feedback**

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Services ("Feedback"). You can provide such Feedback at [info@earnedcredit.org](mailto:info@earnedcredit.org). You agree that Earned Credit Project has the right, but not the obligation, to use such Feedback without any obligation to provide you credit, royalty payment, or ownership interest in the changes to the Services.

## **9. Third-Party Services and Advertisers**

As part of the services it offers, Earned Credit Project may include links to third party websites and services on the Services. You agree that Earned Credit Project is not responsible or liable for any content or other materials on third party websites. We are also not responsible for any transactions or dealings between you and any third party. You agree that Earned Credit Project is not responsible for any claim or loss due to a third-party website or any advertiser.

## **10. Warranties**

EARNED CREDIT PROJECT PROVIDES THE SERVICES "AS IS." WE MAKE NO EXPRESS WARRANTIES OR GUARANTEES ABOUT THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO

ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TIMELINESS, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THIS SITE OR THIS SERVICE WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION.

**YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN TAX RETURN**, INCLUDING ENSURING THAT THE INFORMATION CONTAINED WITHIN IT IS ACCURATE, THAT IS WAS RECEIVED AND ACCEPTED BY THE RELEVANT GOVERNMENT TAX AUTHORITY, AND ALL SUBSEQUENT CORRESPONDENCE REGARDING THE FILING, INCLUDING THE PROCESSING OF ANY ADDITIONAL COLLECTIONS OR RETURNS. EARNED CREDIT PROJECT DISCLAIMS ALL LIABILITY FOR ANY ISSUES REGARDING YOUR TAX RETURN TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Because some states do not permit disclaimer of implied warranties, you may have additional consumer rights under your local laws.

#### **11.Limitation on Liability**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, EARNED CREDIT PROJECT SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES WHETHER BASED ON A CLAIM RELATED TO A WARRANTY, CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EARNED CREDIT PROJECT KNEW, SHOULD HAVE KNOWN, OR WAS APPRISED OF SUCH DAMAGES.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EARNED CREDIT PROJECT AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100 OR THE AMOUNT YOU HAVE PAID TO EARNED CREDIT PROJECT FOR THE APPLICABLE CONTENT, PRODUCT, OR SERVICE OUT OF WHICH LIABILITY AROSE.

Because some states do not permit these limitations on liabilities, you may have additional consumer rights under your local laws.

#### **12.Severability and Integration**

The Terms constitute the entire agreement between you and Earned Credit Project with respect to use of the Services and supersede all previous written or oral agreements within the same subject matter. If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

#### **13.Termination**

Earned Credit Project may discontinue or change any part of the Services at any time, with or without notice.

Earned Credit Project reserves the right to terminate your use of the Services and delete your user account if you violate the Terms, or if we believe in good faith that such action is needed in order to protect the rights, interest, safety, or interests of Earned Credit Project, its users, its affiliates and

service provides, or any other entity or individual. This termination may be done with or without notice to you.

#### **14.No Waiver**

The failure of Earned Credit Project to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision, and no waiver of any of the provisions of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

#### **15.Governing Law**

These Terms and corresponding Privacy Policy shall be governed and construed according to the laws of the Commonwealth of Massachusetts and the federal laws of the United States. Any disputes, actions or claims, based on, relating to, or alleging breach of these Terms must be brought in state or federal court for Middlesex County, Massachusetts. You agree and submit to the exercise of exclusive personal jurisdiction and venue of such courts for the purpose of litigating any such disputes, actions or claims.

#### **16.Contact Us**

If you have any questions about these Terms, please contact [info@earnedcredit.org](mailto:info@earnedcredit.org).