

PROBACKED TERMS OF SERVICE

Thank you for selecting the Services offered by Probacked and/or its subsidiaries and affiliates (referred to as "Probacked", "we", "our", or "us"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and Probacked. By accepting electronically (for example, clicking "I Agree"), installing, accessing or using the Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Services.

A. GENERAL TERMS

1. AGREEMENT

This Agreement describes the terms governing your use of the Probacked online services provided to you on this website, including content, updates and new releases, (collectively, the "Services"). It includes by reference:

- Probacked's Privacy Statement provided to you in the Services available on the website or provided to you otherwise.
- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

2. YOUR RIGHTS TO USE THE SERVICES

2.1 The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by Probacked. Probacked reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations and comply with this Agreement, Probacked grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2 You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- Provide access to or give any part of the Services to any third party.
- Reproduce, modify, copy, deconstruct, sell, trade or resell the Services.
- Decompile, disassemble or reverse engineer the Services.
- Make the Services available on any file-sharing or application hosting service.

2.3 These Services are not intended for use by the United States federal government or other entities utilizing federal appropriated funds to acquire a license to the Services (collectively "Federal Users"). A license for use by Federal Users is not granted and any such usage is prohibited. In the event any Federal User should purport to acquire a license to the Services, such license is hereby nullified and declared void and no contract between Probacked and a Federal User shall result from such purported acquisition. Probacked reserves the right in its sole discretion: (i) to cancel any Services order placed by a Federal User (either directly from Probacked or from any third party) at any time, including but not limited to, after such Services has been provided to the Federal User at issue, and (ii) to restrict such Federal User's access or use of the Services.

3. PAYMENT

For Services offered on a payment or subscription basis, the following terms apply, unless Probacked or its third party affiliate notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

1. Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program ordering or payment terms on the website for the Services.
2. You must pay with one of the following:
 1. A valid credit card acceptable to Probacked;
 2. A valid debit card acceptable to Probacked;
 3. Sufficient funds in a checking or savings account to cover an electronic debit of the payment due;or
 4. By another payment option Probacked provides to you in writing.
3. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
4. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of the Services, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
5. If applicable, Probacked will automatically renew your monthly, quarterly, or annual Services at the then-current rates, unless the Services are cancelled or terminated under this Agreement.
6. Additional cancellation or renewal terms may be provided to you on the website for the Services.

4. USE WITH YOUR MOBILE DEVICE

Use of these Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

PROBACKED MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO:

1. THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
2. ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
3. ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

5. YOUR PERSONAL INFORMATION. You can view Probacked's Privacy Statement provided with the Services and on the website for the Services. You agree to the applicable Probacked Privacy Statement, and any changes published by Probacked. You agree that Probacked may use and maintain your personal information according to the Probacked Privacy Statement, as part of the Services. This means that Probacked may use your personal information to improve the Services or to design promotions and to develop new products or services. Probacked is an American company and may access or store personal information in multiple countries, including countries outside of your own country to the extent permitted by applicable law.

6. CONTENT AND USE OF THE SERVICES

6.1 You are responsible for your content.

1. Content includes any data, information, materials, text, graphics, images, music, software, audio, video, works of authorship of any kind, that are uploaded, transmitted, posted, generated, stored or otherwise made available through the Services ("Content"), which will include without limitation any Content that account holders (including you) provide through your use of the Services. By making your Content available through your use of the Services, you grant Probacked a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services. Notwithstanding the foregoing, to the extent that any Content you provide to Probacked relates to or could be associated with any of your customers or users who are California residents ("Personal Information") Probacked will only use such Personal Information as needed to deliver the Services. Archive your Content frequently. You are responsible for any lost or unrecoverable Content.

You must provide all required and appropriate warnings, information and disclosures. Probacked is not responsible for the Content or data you submit through the Services.

2. You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:
 1. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
 2. Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
 3. Except as permitted by Probacked in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
 4. Virus, trojan horse, worm or other disruptive or harmful software or data; and
 5. Any Content which is not legally yours and without permission from the copyright owner or intellectual property rights owner.

6.2 Restricted Use of the Services. You shall not, and shall not permit any users of the Services or any other party to, engage in, solicit, or promote any activity that is objectionable or may be illegal, violates the rights of others, is likely to cause notoriety, harm or damage to the reputation of Probacked or could subject Probacked to liability to third parties, including: (i) unauthorized access, monitoring, interference with, or use of the Services or third party accounts, data, computers, systems or networks; (ii) interference with others' use of the Services or any system or network, including mail bombing, broadcast or denial of service attacks; (iii) unauthorized collection or use of personal or confidential information, including phishing, pharming, spidering, and harvesting; (iv) viewing or other use of any Content that, in Probacked's opinion, is prohibited under this Agreement; (v) any other activity that places Probacked in the position of fostering, or having potential or actual liability for, illegal activity in any jurisdiction; or (vi) attempting to probe, scan, penetrate or test the vulnerability of a Probacked system or network or to breach Probacked's security or authentication measures, whether by passive or intrusive techniques. Probacked reserves the right to not authorize and may terminate your use of the Services based on reasonable suspicion of your activities, business, products or services that are objectionable or promote, support or engage in any of the restricted uses described above.

6.3 Community forums. The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. Probacked does not support and is not responsible for the content in these community forums. Please use respect

when you interact with other users. Do not reveal information that you do not want to make public. Users may post hypertext links to content of third parties for which Probacked is not responsible.

6.4 Probacked may monitor your Content. Probacked may, but has no obligation to, monitor content on the Services. We may disclose any information necessary to satisfy our legal obligations, protect Probacked or its customers, or operate the Services properly. Probacked, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

7. ADDITIONAL TERMS

7.1 Probacked does not give professional advice. Unless specifically included with the Services, Probacked is not in the business of providing legal, financial, health care or other professional services or advice. Consult the services of a competent professional when you need this type of assistance.

7.2 We may tell you about other Probacked services. You may be offered other services, products, or promotions by Probacked ("Probacked Services"). Additional terms and conditions and fees may apply. With some Probacked Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant Probacked permission to use information about your business and experience to help us to provide the Probacked Services to you and to enhance the Services. You grant Probacked permission to combine your data, if any, with that of others in a way that does not identify you or any individual personally. You also grant Probacked permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

7.3 Communications. Probacked may be required by law to send you communications about the Services or Third Party Products. You agree that Probacked may send these communications to you via in-Service alerts or messages, email and/or by posting critical notices on our websites.

7.4 You will manage your passwords and accept updates. You are responsible for securely managing your password(s) for the Services and to contact Probacked if you become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

7.5 **CCPA.** Unless otherwise defined in this Agreement, capitalized terms in this paragraph have the meanings given those terms in the California Consumer Privacy Act (“CCPA”). The parties agree that, for purposes of the CCPA, you are a Business and Probacked is a Service Provider. Notwithstanding anything else in this Agreement, Probacked shall not (1) retain or use such Personal Information other than as needed to perform the Services or (2) Sell or otherwise disclose such Personal Information except to Service Providers needed to render the Services, except that you hereby instruct Probacked to Aggregate and Deidentify the Personal Information as needed to analyze and improve the Services. Probacked certifies that it understands and will comply with its obligations under this Section 7.5.

8. DISCLAIMER OF WARRANTIES

8.1 YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROBACKED, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY,"SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. PROBACKED AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

8.2 PROBACKED, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

9. LIMITATION OF LIABILITY AND INDEMNITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF PROBACKED, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING

TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET Probacked SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF PROBACED AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF PROBACED, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Probacked and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). Probacked reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Probacked in the defense of any Claims.

10. CHANGES. We reserve the right to change this Agreement at any time, and the changes will be effective when posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your agreement to the changes.

11. TERMINATION. Probacked may immediately, in its sole discretion and without notice terminate this Agreement or suspend the Services if you fail to comply with this Agreement. Upon termination, you must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Probacked's rights to any payments due to it. Probacked may terminate a free account at any time. Sections 2.2, 3 through 15 will survive and remain in effect even if the Agreement is terminated.

12. EXPORT RESTRICTIONS. You acknowledge that the Services, and the underlying software may include U.S. technical data subject to restrictions under export control laws and regulations administered by the United States government. You agree that you will comply with these laws and regulations, and will not export or re-export any part of the Services, in violation of these laws and regulations, directly or indirectly.

13. GOVERNING LAW. Georgia state law governs this Agreement without regard to its conflicts of laws provisions.

14. DISPUTES. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT,

except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply Georgia law to all other matters. All issues are for the arbitrator to decide, including issues related to the scope and enforceability of this arbitration provision. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE THAT YOU AND PROBACKEDEd ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.

To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to ProbacKed., 300 Colonial Center Pkwy, 100N, Roswell, GA 30076. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules. ProbacKed will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 14 shall survive expiration, termination or rescission of this Agreement.

15. GENERAL. This Agreement, including the Additional Terms below, is the entire agreement between you and ProbacKed and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You cannot assign or transfer ownership of this Agreement to anyone without written approval of ProbacKed. However, ProbacKed may assign or transfer it without your consent to (a) an affiliate, (b) a company through a sale of assets by ProbacKed or (c) a successor by merger. Any assignment in violation of this Section shall be void. If you want to request a transfer of this Agreement, contact ProbacKed via an email to: legal@ProbacKed.com.

AUGUST 2020

B. ADDITIONAL TERMS AND CONDITIONS FOR PROBACKED IMMIGRATION ONLINE ("SERVICE" or "SERVICES")

IMPORTANT NOTICE: THESE ADDITIONAL TERMS AND CONDITIONS ALSO APPLY TO YOU AND SHALL PREVAIL OVER ANY CONFLICT OR INCONSISTENCY WITH THE GENERAL TERMS OF SERVICE ABOVE. Capitalized terms not otherwise defined below have the meanings provided in the Terms of Service Agreement.

1. LICENSE AND RESTRICTIONS

1.1 Probacked hereby grants you nonexclusive, nontransferable right and access to use the Legal Online Services solely to prepare valid Services for which you have paid the applicable fee(s), and after proper registration and any applicable payment, to file and/or print the byproduct of the Services. All proprietary rights in the Legal Online Services and legal title thereto shall remain in Probacked or its licensors.

1.2 You are not licensed or permitted under this Agreement to do any of the following: (a) modify, adapt, translate, rent or sublicense the Legal Online Services (including offering the Legal Online Services to third parties on an applications service provider or time-sharing basis); (b) create derivative works based upon the Legal Online Services or any part thereof; (c) copy the Legal Online Services in whole or part, or use trade secret information contained in the Legal Online Services, (d) to develop software or services to interface with the Legal Online Services. You agree not to (and not to permit others to): (i) decompile, disassemble, or otherwise reverse engineer the Legal Online Services, except as otherwise expressly permitted by applicable law; or (ii) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright notices) of Probacked or its licensors on or within the Legal Online Services.

1.3 Probacked shall have the right at any time, in its sole and absolute discretion, to modify or delete features and to change the operating interface in any or all of the Legal Online Services, or to change the hardware and computer system specifications necessary or recommended to access and use the Legal Online Services.

2. REPRESENTATION BY YOU

YOU REPRESENT TO PROBACKED THAT THE FIRM NAME AND ADDRESS PROVIDED BY YOU IN THE IMMIGRATION ONLINE SERVICES REGISTRATION PROCESS IS THE PRIMARY BUSINESS FIRM NAME AND ADDRESS USED BY YOU IN THE NORMAL COURSE OF BUSINESS. You represent and warrant that the Primary Firm Name and Address submitted in the Legal Online Services Registration Process should match the firm name and address in Legal Online records and the firm name and address you provided to federal, state or local governments.

You acknowledge that this firm name and address will appear in the "Paid Preparer" designation on documents processed using the Legal Online Services. ANY ALTERATION, DELETION,

MODIFICATION, OR CHANGE OF ANY KIND TO THE INFORMATION THAT APPEARS IN THE "PREPARER" DESIGNATION IS STRICTLY PROHIBITED AND CONSTITUTES A VIOLATION OF Probacked'S REGISTERED COPYRIGHTS (except to the extent the Legal Online Services contains functionality permitting: (a) the preparation of "self-prepared" or "non-paid preparer" returns; or (b) an alteration, deletion, modification or change of such "preparer" designation expressly authorized by Probacked as evidenced by Probacked's records).

Probacked has the right at any time, in its sole and absolute discretion, to condition your use of the Legal Online Services upon your payment of applicable charges. Additionally, Probacked reserves the right at any time, in its sole and absolute discretion, to suspend and/or terminate your use of any Probacked Legal Online Services if you are delinquent in the payment of any charges owed to Probacked, including, without limitation, checks returned to Probacked for insufficient funds and denied credit or charge card amounts.

3. ELECTRONIC FILING SERVICES AND PRODUCT SUPPORT

3.1 Electronic Filing Services. If you choose to file electronically, the evidence will be transmitted electronically to the Probacked Electronic Filing Center, where they will be transmitted to the applicable federal or state Legal authority. Probacked will retain any records required by law. Probacked cannot guarantee that the legal authority will accept a file due to circumstances beyond Probacked's control (e.g., incorrect user information, malfunction of the legal authority's system, etc.). You are responsible for verifying the status of files that you file electronically to confirm that they have been received and accepted by the applicable legal authority and, if necessary, for filing them manually. By using Probacked's system to prepare and submit evidence, in order to further your case, you consent to the disclosure by Probacked to any government legal authority of all information pertaining to your use of the Services. Probacked may at any time and in its sole discretion change or discontinue any aspect, availability or feature of the Legal Online Services.

3.2 Product Support. Probacked may offer, in its sole discretion, product support for the Legal Online Services using a variety of methods (e.g. remote, Internet, fax and phone) either at no charge to you, as determined by Probacked in its sole discretion, or at Probacked's then current rates, which rates may be changed from time to time by Probacked without notice. Probacked may modify or discontinue offering Product Support at any time, in its sole discretion. Any Product Support offered by Probacked shall not constitute a continuing obligation to provide Product Support.

Product Support, if offered, is subject to Probacked's discontinuation policy. Additionally, you (and not Probacked) are responsible for providing any support to your clients in connection with their use of connected and online services.

4. THIRD PARTY PRODUCTS AND SERVICES.

4.1 Third Party Products. By using these Services, you agree that we may market to you or offer you access to products or services from third parties ("Third Party Products"). If you decide to use or access any Third Party Products, you agree that you are solely responsible for your relationship with the provider of the product. Probacked is not affiliated with Third Party Products and does not

endorse or recommend any Third Party Products. You agree that the providers of the Third Party Products, and not Probacked, are solely responsible for their own actions or inactions. Probacked is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products. You agree that you will (a) review and comply with all Third Party Product terms and conditions, and (b) not use the Third Party Product in any manner that would infringe or violate the rights of Probacked or any other party or in furtherance of criminal, fraudulent or other unlawful activity.

4.2 Data Transfer Service.

1. We may provide you with the opportunity to transfer your data and Content from the Services to certain supported online Third Party Products or online ancillary Probacked services (the "Ancillary Services") that you sign up for or use in connection with the Services (the "Data Transfer Service"). You may need to be an active subscriber of the Third Party Product or Ancillary Services to use the Data Transfer Service. In order to access a Third Party Product or an Ancillary Service on your behalf to provide the Data Transfer Service, you may need to provide us with your account number, password, security questions and answers, and any other necessary login information from time to time ("Login Details"). We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Transfer Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to Probacked and appoint and, hereby expressly do appoint Probacked, as your agent with limited power of attorney to access any Third Party Products or Ancillary Services and provide your data to such product or service on your behalf.
2. With respect to each Data Transfer, you grant Probacked the right and license to use and transfer your data to the Third Party Product or Ancillary Service, and to reformat and manipulate your data as reasonably necessary for the data to function with such product or service. After the transfer occurs, your original data and Content will remain in the Services unless we disclose to you otherwise. You agree that you will (a) review and comply with all Third Party Product or Ancillary Service terms and conditions before you access the Data Transfer Service, and (b) not use the Data Transfer Service in any manner that would infringe or violate the rights of Probacked or any other party or in furtherance of criminal, fraudulent or other unlawful activity. We do not guarantee that you will be able to use the Data Transfer Service with any Third Party Product or Ancillary Service. Third Party Products may make changes to their websites, with or without notice to us, that may prevent or delay the overall performance of the Data Transfer Service.

4.3 Data Receipt Service.

1. You may be able to transfer certain data from a Third Party Product or an Ancillary Service to these Services (the "Data Receipt Service"). In order to access a Third Party Product or an Ancillary Service on your behalf, you may need to provide us with your Login Details. We will maintain your Login Details in encrypted form, and will only use them in connection with the Data Receipt Service or otherwise at your direction. You hereby represent that you have the authority to provide the Login Details to Probacked and appoint and, hereby expressly do appoint Probacked, as your agent with limited power of attorney to access any Third Party Products or Ancillary Services and retrieve your data on your behalf.

2. You agree that you will (i) review and comply with all Third Party Product and Ancillary Service terms and conditions before you access the Data Receipt Services in connections with those products and services, and (ii) not use the Data Receipt Services in any manner that would infringe or violate the rights of Probacked or any other party or in furtherance of criminal, fraudulent or other unlawful activity. In the event that any Third Party Product charges for access to data, you agree that you are responsible for any fees due and owing. You agree that the providers of the Third Party Products, and not Probacked, are solely responsible for their own actions or inactions. Probacked is not liable for any damages, claims or liabilities arising out of or related to any Third Party Products.
3. We do not guarantee that you will be able to use the Data Receipt Service with any specific products or services. Third Party Products may make changes to their websites, with or without notice to us, that may prevent or delay aggregation of data or the overall performance of the Data Receipt Service. Your most recent data from a Third Party Product or Ancillary Service may not always be available in the Services. Any data obtained through the Data Receipt Service will be made available in the Services, and will be subject to the terms and conditions of this Agreement, including our Privacy Policy. You grant Probacked the right and license to reformat and manipulate your data obtained through the Data Receipt Service as reasonably necessary for the data to function with the Services.

4.4 Probacked Practice Management. Licensee has the option of using a platform to manage workflows, communicate with teams, and deliver client work in a digital workspace. In addition to the terms provided in this Agreement, Licensee's use of Probacked will also be subject to your acceptance of additional terms and conditions found here.

1. **Uploaded Data; Content; Authorized Users** You agree and acknowledge that you are solely responsible for all data and other Content you upload to Probacked services. Probacked does not control the data or other Content stored with user's accounts and does not have any obligation to monitor such data or Content for any purpose. You agree that granting authorized users to Probacked is voluntary and that you are responsible for revoking any permissions to access Probacked from such authorized users.
2. **Payment; Cancellation Fees** apply and you will be charged the applicable subscription fee on a recurring monthly or yearly basis. Upon cancellation or termination, you will be able to access the Probacked Services, and only data and other Content you uploaded to the Probacked Services until the end of your subscription term. If you choose to have Probacked extract your data or Content, you must contact Probacked customer success within fourteen (14) days from notice of cancellation, suspension or termination to initiate the process. will not have any liability to you for deletion of any data or Content following fourteen (14) days from such notice of cancellation, suspension or termination.

4.5 Service Providers. We may use third parties in the operation of our Services or to perform any of our obligations in this Agreement (each a "Service Provider"). In order for our Service Providers to be able to provide you with certain aspects of the Services, we may share a limited amount of your Content with such Service Provider. Our agreements with Service Providers outline the appropriate use and handling of this information and prohibit the Service Provider from using any of your information for purposes unrelated to the Services.

5. ACCOUNT FEATURES

5.1 Trial Version. If you registered for a trial use of the Services, you will have access to the Services for the specified period of the trial ("Trial Period"). You must decide to purchase a license to the Services within the Trial Period in order to retain access to any Content or data provided or created during the Trial Period. If you do not purchase a license to the Services by the end of the Trial Period, your Content and data may no longer be available to you.

5.2 Beta Features. From time to time, Probacked may, at its sole discretion, include new and/or updated beta features ("Beta Features") in the Services for your use and which permit you to provide feedback (fees may apply). You understand and agree that your use of the Beta Features is voluntary and Probacked is not obligated to provide you with any Beta Features. You understand that once you use the Beta Features, you may be unable to revert back to the earlier non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the earlier non-beta version. The Beta Features are provided on an "as is" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk.

5.3 Free Version. From time to time, Probacked may at its sole discretion, offer free version of the Services to students or educators. If you register for such version, you may not have access to certain features available with the Services, including functionality stated in this Agreement, such as Electronic Filing Services.

6. PAYMENT. Prices are determined according to the quantity of returns selected at time of purchase. If you purchase additional returns later, they will be priced based on the new quantity selected available in-product. The price for your use of the Legal Online Service is established at the time you pay for electronic filing. Your price will not change once you pay for your filing.

6.1 Service Period. For the year 2020 and later, the service period shall begin on the first day of the following calendar year and expire on the last day of the same calendar year ("Service Period"). For the avoidance of doubt, the Service Period for Year 2020 is January 1, 2021 through December 31, 2021.

7. PERMITTED DISCLOSURES AND USE OF DATA. You acknowledge and agree that as the current system administrator for the your account, (i) you may grant password protected access to the Legal Online Services for authorized users, but assume all responsibility for granting such access in accordance with the Probacked recommended procedures for this feature, and (iii) agree to promptly report any known unauthorized access.

8. PROFESSIONAL RESPONSIBILITY. You understand and agree that all decisions regarding the treatment of items reflected on legal files prepared by you using the Legal Online Services are made solely by you and that use of the Legal Online Services, does not relieve you of responsibility, including those to any third party, for the preparation, content accuracy, and review of such files. You acknowledge that you are not relying upon Probac for advice regarding the appropriate treatment of items reflected on files processed using the Legal Online Services. You agree to review any

computations made by the Legal Online Services and satisfy yourself that those computations are correct.

8.1 You accept full responsibility for: (i) selection of adequate and appropriate Legal Online Services to satisfy your business needs and achieve your intended results; (ii) use of the Legal Online Services; (iii) all results obtained from the Legal Online Services including client files and communications via the Legal Online mobile app; and (iv) selection, use of, and results obtained from programs, computer equipment or services used with the Legal Online Services. You also accept full responsibility for any and all liability arising from the preparation of files processed using the Legal Online Services.

8.2 You agree that Probacked is not and shall not be responsible for retaining records of your clients' personal information or other client data, and you hereby release Probacked from, and agree to indemnify Probacked for any liability or damages arising out of, or relating to, the loss of any such data. Probacked may retain certain client data for its own administrative purposes.

8.3 You accept full responsibility for obtaining any client and other third party consents or authorizations in compliance with any applicable governmental law, regulation and licenses in connection with your use of any services offered in connection with or accessible through the Legal Online Services (including the transmission to, or processing, storage or retransmission of client information), and hereby represent that you have or will obtain such consents or authorizations. You agree that Probacked is not and shall not be responsible for retaining records of your clients' personal information or other client data, and hereby release Probacked from, and agree to indemnify Probacked for any liability or damages arising out of, or related to, the loss of any such data. Probacked may retain and use certain client data as may be required by law or otherwise for its own administrative and business purposes, which may include testing, improving, and developing Legal Online Services functionality, as well as statistical analysis of such data.

8.4 You are solely responsible and liable for the security of the Legal Online Services and controlling any access or use thereof including, but not limited to, the designation of systems administrators, account passwords and the designation of any personal account information. You are responsible for protecting the information on your computer(s) such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer(s).

8.5. Confidentiality. Information about your customers that you provide to Probacked will not be disclosed to third parties without your permission, except in the following instances: (i) to fulfill a request for services you've requested; (ii) to vendors who perform a specific function on behalf of Probacked and its affiliates and have agreed to keep such information confidential; or (iii) when required by law or to comply with a legal process. Such information is available to Probacked personnel on a need-to-know basis, who are trained on proper data handling.

9. TELEPHONE NUMBERS. You may provide us with your telephone number as part of your customer record or registration. You agree that Probacked may send automated text messages and auto-dialed messages to the telephone number you provide for certain limited purposes, including:

verifying your identity, providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services.

10. APPLE REQUIREMENTS. If you downloaded a mobile app for the Services from the Apple iTunes App Store, the following terms also apply to you:

10.1 Acknowledgement: You acknowledge that this Agreement is between you and Probacked only, and not with Apple, and Probacked, not Apple, is solely responsible for the Services and the content thereof.

10.2 Scope of License: The license granted to you for the Services is a limited, non-transferable license to use the Services on an iPhone OS Product that you own or control and as permitted by the Usage Rules set forth in the Apple iTunes App Store Terms of Service.

10.3 Maintenance and Support: Probacked and not Apple is solely responsible for providing any maintenance and support services with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

10.4 Warranty: Probacked is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Services to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Services to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Probacked's sole responsibility.

10.5 Product Claims: Probacked, not Apple, is responsible for addressing any user or third party claims relating to the Services or the user's possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

10.6 Intellectual Property Rights: You acknowledge that, in the event of any third party claim that the Services or your possession and use of the Services infringes that third party's intellectual property rights, Probacked, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

10.7 Legal Compliance: You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

10.8 Developer Contact Info: Direct any questions, complaints or claims to: Probacked, 300 Colonial Center Pkwy, 100N, Roswell, GA 30076.

10.9 Third Party Terms of Agreement: You must comply with any applicable third party terms of agreement when using the Services, e.g., if you are using a VoIP application, then you must not be in violation of the applicable wireless data service agreement when using the Services.

10.10 Third Party Beneficiary: You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

11. ACCOUNT CANCELLATION. Upon cancellation or the termination of your account, you will not have access to the Immigration Online Services, data and other Content you uploaded to the Legal Online Services. Please follow in-product instructions to cancel your account. We suggest that you retain your own copies of any data or Content that you may need, as Probacked is not responsible for providing you access to the Services or your data or Content after any cancellation or termination of this Agreement.

12. ORDER CANCELLATION / REFUND POLICY. All Fees in relation to the beginning of your use of the Legal Online Services will be billed in advance and are non-refundable. No refunds or credits are provided for the use of the Probacked Services. Any additional, not already included features or Services that are not included in your beginning service plan will be billed according to specific terms provided at the time the new additional feature or Service is requested by you. Any payments of Fees made are exclusive of local, state, federal, and foreign levies, tariffs, duties, withholdings, taxes and similar assessments (including without limitation, use taxes, sales taxes, and VAT or value added taxes), and you agree to bear responsibility for the payment of all such charges, to the exclusion of taxes based on Probacked's income.

13. UPDATES. Probacked may, if practical and appropriate, update the Legal Online Services from time to time to include revisions related to problem resolution in the Legal Online Services such as bug fixes and workarounds or for other issues that require revisions to the Legal Online Services ("Updates") and make such Updates available to you. However, any such revision of the Legal Online Services shall be at Probacked's sole discretion and Probacked shall have no obligation, express or implied, to provide Updates. Probacked shall have the right, in its sole discretion, to withhold access to Updates if you are delinquent in the payment of any charges owed to Probacked including, without limitation, charges for electronic filing fees.

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