

# Property Tax Pros, LLC

## Universal Terms and Conditions of Use: Site and Services

### 1. Scope

- 1.1. "Property Tax Pros" means Property Tax Pros, LLC, a Maryland limited liability company, and all subsidiaries and affiliates of Property Tax Pros, LLC.
- 1.2. These Universal Terms and Conditions of Use: Site and Services ("Universal Terms" or "Terms") apply to your use of:
  - a. The Property Tax Pros web site located at [www.propertytaxpros.com](http://www.propertytaxpros.com), and all associated web sites linked to [www.propertytaxpros.com](http://www.propertytaxpros.com) and controlled by Property Tax Pros or its subsidiaries or affiliates (referred to collectively as the "Site" in this document);
  - b. All products, services, software, data, analyses, reports, documents or other information or materials offered, accessed or provided on or through the Site (referred to collectively as the "Services" in this document);
- 1.3. ADDITIONAL TERMS AND CONDITIONS MAY APPLY TO SPECIFIC PARTS OF THE SITE OR THE SERVICES. ALL SUCH ADDITIONAL TERMS AND CONDITIONS INCORPORATE THESE TERMS. YOU AGREE TO ABIDE BY SUCH ADDITIONAL TERMS AND CONDITIONS. IF THERE IS A CONFLICT BETWEEN THESE TERMS AND THE ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO A SPECIFIC PART OF THE SITE OR OF THE SERVICES, THE LATTER TERMS AND CONDITIONS SHALL CONTROL WITH RESPECT TO YOUR USE OF THAT PART OF THE SITE OR OF THE SERVICES.

### 2. AGREEMENT TO THESE TERMS

- 2.1. BY USING THE SITE OR THE SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE OR THE SERVICES.
- 2.2. THESE TERMS CONSTITUTE A LEGALLY-BINDING AGREEMENT BETWEEN YOU AND PROPERTY TAX PROS. YOU ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN AN OPPORTUNITY TO REVIEW THESE TERMS IN FULL AND THAT YOU CAN PRINT THESE TERMS TO MAINTAIN A COPY FOR YOUR RECORDS.
- 2.3. YOU MAY NOT USE THE SITE OR THE SERVICES OR AGREE TO THESE TERMS IF YOU ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH PROPERTY TAX PROS.

### 3. Changes to these Terms

- 3.1. Property Tax Pros reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms at any time and from time to time.

- 3.2. It is your responsibility to check these Terms periodically for changes. Your continued use of the Site or the Services following the posting of changes will mean that you accept and agree to the changes.
4. Language of these terms
    - 4.1. Where Property Tax Pros has provided you with a translation of the English language version of these Terms, then you agree that the translation is provided for your convenience only and that the English language versions of these Terms will govern your use of the Site and the Services.
    - 4.2. If there is any contradiction between what the English language version of these Terms says and what a translation says, then the English language version will take precedence.
5. Proprietary rights
    - 5.1. You acknowledge and agree that Property Tax Pros (or Property Tax Pros' licensors) own all legal right, title and interest in and to the Site and the Services, including any intellectual property rights which subsist in the Site and the Services (whether those rights happen to be registered or not). You further acknowledge that the Site and the Services may contain information which is designated confidential by Property Tax Pros and not made available to the general public and agree to not disclose such information without Property Tax Pros' express prior written consent.
    - 5.2. All content contained in the Site and the Services, including but not limited to any and all computer code, user interfaces, visual interfaces, information, text, data, graphics, displays, illustrations, photographs, artwork, icons, video, animation, audio, sounds, names, trade names, trademarks, trade dress, and service marks (referred to collectively as the "Content" in this document) and including but not limited to the design, organization, assembly, arrangement and "look and feel" of the Content in the Site and the Services, is owned, controlled or licensed by or to Property Tax Pros, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.
    - 5.3. NO PART OF THE SITE, THE SERVICES OR THE CONTENT MAY BE COPIED, REPRODUCED, DUPLICATED, UPLOADED, POSTED, PUBLICLY DISPLAYED, ENCODED, TRANSLATED, TRANSMITTED OR DISTRIBUTED FOR ANY PURPOSE TO INCLUDE BUT NOT LIMITED TO TRANSMISSION, DISTRIBUTION, PUBLICATION OR USE BY OTHERS, WITHOUT PROPERTY TAX PROS' EXPRESS PRIOR WRITTEN CONSENT.
    - 5.4. YOU MAY NOT SELL, TRADE, RESELL OR USE FOR ANY COMMERCIAL PURPOSE ANY PART OF THE SITE, THE SERVICES OR THE CONTENT WITHOUT PROPERTY TAX PROS' EXPRESS PRIOR WRITTEN CONSENT.
    - 5.5. Any feedback, questions, comments, suggestions, ideas or the like submitted or otherwise provided to Property Tax Pros (referred to collectively as "External Input" in this document) will be treated as being non-confidential and nonproprietary. Property Tax Pros will be free to use any and all of the ideas, concepts, know-how or techniques contained in External Input for any purpose, including but not limited to any commercial purpose. External Input shall be deemed and remain the property of Property Tax Pros.
  6. Your use of the Site and the Services
    - 6.1. You may not access or attempt to access any part of the Site or the Services by any means other than through the interfaces provided by Property Tax Pros.

- 6.2. You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any part of the Site or the Services or the Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or the Services or the Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site or the Services.
  - 6.3. You may not attempt to gain unauthorized access to any part or feature of the Site or the Services, or any other systems or networks connected to the Site or the Services or to any Property Tax Pros server, by hacking, password “mining” or any other illegitimate means.
  - 6.4. You may not probe, scan or test the vulnerability of the Site or the Services or any network connected to the Site or the Services, nor breach the security or authentication measures on the Site or the Services or any network connected to the Site or the Services.
  - 6.5. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site or the Services, or any other customer of Property Tax Pros, including any Property Tax Pros account not owned by you, to its source, or exploit the Site or the Services or information made available or offered by or through the Site or the Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site or the Services.
  - 6.6. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or the Services or Property Tax Pros’ systems or networks, or any systems or networks connected to the Site or the Services.
  - 6.7. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or the Services or any transaction being conducted on the Site or the Services, or with any other person’s use of the Site or the Services.
7. Identity, accounts, passwords and security
    - 7.1. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to the Site, the Services, or Property Tax Pros.
    - 7.2. In order to access certain features of the Site or the Services, you may be required to specify a particular property, identified by address and/or government identification number. You may only specify a property which you own or partially own or for which you are operating with the full knowledge and consent of the property owner(s).
    - 7.3. In order to access certain features of the Site or the Services, you may be required to establish an account. To establish an account, you will be required to provide an email address to be used as your user ID, a password, and a personal identification number (“PIN”). You may also be required to provide certain additional information about yourself (“Account Information”). The email address and all Account Information you provide must always be complete, accurate, current and valid.
    - 7.4. For an account, you may be given the ability to provide email addresses, in addition to the one to be used as your user ID, for the purpose of receiving communications regarding your account via additional email addresses. Any additional email address you provide must either be owned by you or provided by you with the full knowledge and consent of the owner of the email address.
    - 7.5. There is a limit of no more than:

- a. One account per unique user ID (in other words, one account per unique email address).
  - b. Three properties associated with any particular account.
  - c. One account per individual.
- 7.6. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- 7.7. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your user ID, password, PIN and Account Information, and for any and all use of your account and for any actions that take place using your account.
- 7.8. You agree to notify Property Tax Pros immediately of any unauthorized use of your account, user ID, password or PIN, or any other breach of security. You may be held liable for losses incurred by Property Tax Pros or any other user of the Site or the Services due to someone else using your account, user ID, password, PIN or Account Information as a result of your failing to keep your user ID, password, or PIN secure and confidential.
8. External links
- 8.1. The Site or the Services may provide links to external web sites not controlled by Property Tax Pros or its subsidiaries ("Third Party Sites"). Property Tax Pros is not responsible for the availability of any Third Party Sites and does not endorse anything on or available from Third Party Sites.
- 8.2. Property Tax Pros is not liable for any loss or damage which may be incurred by you as a result of the availability of Third Party Sites, or as a result of any reliance placed by you on the accuracy, completeness or existence of anything from Third Party Sites.
- 8.3. Property Tax Pros is not liable for any loss or damage which may be incurred by you as a result of your use of any Third Party Site.
9. Privacy policy
- 9.1. Property Tax Pros' privacy policy ("Privacy Policy") applies to use of the Site and the Services, and its terms are made a part of these Terms by this reference. Property Tax Pros' Privacy Policy is available at <http://www.propertytaxpros.com/legal>.
- 9.2. You agree to the use of your data in accordance with Property Tax Pros' privacy policy.
- 9.3. By using the Site or the Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send to the Site or the Services may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.
10. Copyright dispute policy
- 10.1. It is Property Tax Pros' policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act).

## 11. DISCLAIMERS

- 11.1. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT PROPERTY TAX PROS' WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE**

**EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND PROPERTY TAX PROS' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

**11.2. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- A. YOU USE THE SITE OR THE SERVICES AT YOUR SOLE RISK;**
- B. THE SITE AND THE SERVICES ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND ARE SUBJECT TO CHANGE, MODIFICATION, SUSPENSION OR TERMINATION AT ANY TIME WITHOUT NOTICE;**
- C. PROPERTY TAX PROS DOES NOT PROMISE THE SITE OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR PROVIDE SPECIFIC RESULTS;**
- D. THE SITE AND THE SERVICES RELY EXTENSIVELY ON DATA SUPPLIED BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO STATE, COUNTY AND CITY GOVERNMENTS ("THIRD PARTY DATA"). THIRD PARTY DATA IS DEEMED TO BE RELIABLE BUT ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED. BY USING THE SITE OR THE SERVICES, YOU ASSUME ALL RISKS RELATED TO OR ARISING FROM ANY INACCURACY OR INCOMPLETENESS OF THIRD PARTY DATA;**
- E. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE, THE SERVICES OR PROPERTY TAX PROS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS;**
- F. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED OR ACCESSED THROUGH THE USE OF THE SITE OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL;**

**11.3. YOU EXPRESSLY UNDERSTAND AND AGREE THAT PROPERTY TAX PROS IS NOT:**

- A. LICENSED, CERTIFIED, OR APPROVED IN ANY STATE OR JURISDICTION TO PERFORM THE SERVICES OF A REAL ESTATE APPRAISER. ANY ANALYSIS, ESTIMATION, DERIVATION, DETERMINATION OR OTHERWISE QUANTIFICATION OF ANY MONETARY VALUE OF, OR ASSOCIATED WITH, ANY PROPERTY OBTAINED FROM THE SITE, THE SERVICES OR PROPERTY TAX PROS SHALL BE USED ONLY FOR PURPOSES DIRECTLY RELATED TO A REAL PROPERTY TAX ASSESSMENT APPEAL AND IS NOT BE TO DEEMED, AND MAY NOT BE REPRESENTED, AS HAVING BEEN PROVIDED BY A LICENSED, CERTIFIED, OR APPROVED REAL ESTATE APPRAISER;**
- B. LICENSED OR QUALIFIED TO PERFORM THE SERVICES OF AN ATTORNEY AT LAW. PROPERTY TAX PROS DOES NOT PROVIDE LEGAL ADVICE. NOTHING OBTAINED FROM THE SITE, THE SERVICES OR PROPERTY TAX PROS IS TO BE DEEMED LEGAL ADVICE OR AS HAVING BEEN PROVIDED BY AN ATTORNEY AT LAW. PROPERTY TAX PROS DOES NOT PROVIDE REPRESENTATION IN ANY**

**INSTANCE OR PROCEEDING WHERE BEING AN ATTORNEY AT LAW IS A LEGAL REQUIREMENT FOR PROVIDING REPRESENTATION;**

- C. A LICENSED REAL ESTATE BROKER OR AGENT. NOTHING OBTAINED FROM THE SITE, THE SERVICES OR PROPERTY TAX PROS IS TO BE DEEMED AS HAVING BEEN PROVIDED BY A LICENSED REAL ESTATE BROKER OR AGENT;**
- D. A LICENSED ACCOUNTANT OR FINANCIAL ADVISOR. NOTHING OBTAINED FROM THE SITE, THE SERVICES OR PROPERTY TAX PROS IS TO BE DEEMED AS HAVING BEEN PROVIDED BY A LICENSED ACCOUNTANT OR FINANCIAL ADVISOR;**

**11.4. YOU ACKNOWLEDGE THAT ANY INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE, THE SERVICES OR PROPERTY TAX PROS MAY HAVE IMPLICATIONS THAT MAY REQUIRE YOU TO OBTAIN THE PROFESSIONAL SERVICES OF A REAL ESTATE APPRAISER, ATTORNEY AT LAW, REAL ESTATE BROKER OR AGENT, ACCOUNTANT OR FINANCIAL ADVISOR. YOU MUST MAKE THAT DETERMINATION AND OBTAIN SUCH PROFESSIONAL SERVICES AS YOU DEEM APPROPRIATE AND/OR REQUIRED.**

**11.5. PROPERTY TAX PROS DISCLAIMS:**

- A. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;**
- B. ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE OR THE SERVICES;**

**11.6. YOUR SOLE REMEDY AGAINST PROPERTY TAX PROS FOR DISSATISFACTION WITH THE SITE OR THE SERVICES IS TO STOP USING THE SITE AND THE SERVICES. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.**

## **12. LIMITATION OF LIABILITY**

**12.1. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL PROPERTY TAX PROS BE LIABLE TO YOU FOR:**

- A. ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ANY LOSS OF GOODWILL OR REPUTATION, LOSS OF DATA SUFFERED, THE COST OF SUBSTITUTE GOODS OR SERVICES, ANY OPPORTUNITY COSTS, OR OTHER INTANGIBLE LOSS.**
- B. ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE, AS A RESULT OF:**
  - A. ANY CHANGES MADE TO THE SITE OR THE SERVICES OR THESE TERMS;**
  - B. YOUR FAILURE TO PROVIDE PROPERTY TAX PROS A COMPLETE, ACCURATE, CURRENT AND VALID EMAIL ADDRESS OR COMPLETE, ACCURATE, CURRENT AND VALID ACCOUNT INFORMATION;**
  - C. YOUR FAILURE TO KEEP YOUR USER ID, PASSWORD, PIN OR ACCOUNT INFORMATION SECURE AND CONFIDENTIAL;**

**D. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY INFORMATION OR DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SITE OR THE SERVICES;**

**12.2. THE LIMITATIONS ON PROPERTY TAX PROS' LIABILITY TO YOU IN PARAGRAPH 12.1 ABOVE SHALL APPLY EVEN IF PROPERTY TAX PROS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**12.3. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THESE TERMS, PROPERTY TAX PROS IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF, OR IS IN ANY WAY CONNECTED WITH, YOUR USE OF THE SITE OR THE SERVICES, PROPERTY TAX PROS' LIABILITY SHALL IN NO EVENT EXCEED THE GREATER OF A) THE AMOUNT PAID BY YOU TO PROPERTY TAX PROS, OR B) ONE HUNDRED DOLLARS (\$100.00).**

13. Indemnity

13.1. You agree to indemnify and hold harmless Property Tax Pros, its officers, directors, shareholders, predecessors, successors in interest, employees, agent, subsidiaries and affiliates, from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Property Tax Pros by any third party due to or arising out of or in connection with your use of the Site or the Services.

14. Violation of these Terms

14.1. You agree that Property Tax Pros may, in its sole discretion and without prior notice, terminate your access to the Site or the Services and/or block your future access to the Site or the Services if we determine that you have violated these Terms or other agreements or guidelines which may be associated with your use of the Site or the Services.

14.2. Any violation by you of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to Property Tax Pros, for which monetary damages would be inadequate, and you consent to Property Tax Pros obtaining any injunctive or equitable relief that Property Tax Pros deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Property Tax Pros may have at law or in equity.

14.3. If Property Tax Pros does take any legal action against you as a result of your violation of these Terms, Property Tax Pros will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Property Tax Pros. You agree that Property Tax Pros will not be liable to you or to any third party for termination of your access to the Site or the Services as a result of any violation of these Terms.

14.4. Property Tax Pros may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site or the Services, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Property Tax Pros' rights or property, or the rights or property of visitors to or users of the Site or the Services, including Property Tax Pros' customers.

14.5. You acknowledge and agree that Property Tax Pros may preserve any transmittal or communication by you with Property Tax Pros through the Site or the Services or otherwise, and may also disclose such data if required to do so by law or Property Tax Pros determines that such preservation or disclosure is reasonably necessary to enforce these Terms or protect

the rights, property or personal safety of Property Tax Pros, its employees, users of the Site or the Services, and the public.

15. Governing law and dispute resolution

- 15.1. You agree that all matters relating to your use of the Site or the Services, including all disputes, will be governed by the laws of the United States and by the laws of the State of Maryland without regard to its conflicts of laws provisions.
- 15.2. You agree to the personal jurisdiction by and venue in the courts in Montgomery County, Maryland, and waive any objection to such jurisdiction or venue.
- 15.3. Notwithstanding Paragraph 15.2, you agree that Property Tax Pros shall be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
- 15.4. Any claim under these Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.
- 15.5. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees.
- 15.6. In the event of any controversy or dispute between Property Tax Pros and you arising out of or in connection with your use of the Site or the Services, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

16. Miscellaneous

- 16.1. If any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, so that these Terms shall remain in full force and effect.
- 16.2. These Terms constitute the entire legal agreement between you and Property Tax Pros and govern your use of the Site and the Services. Any and all other written or oral agreements or understandings previously existing between you and Property Tax Pros with respect to such use are hereby superseded and cancelled.
- 16.3. Property Tax Pros' failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by Property Tax Pros of any provision or any right it has to enforce these Terms, nor shall any course of conduct between Property Tax Pros and you or any other party be deemed to modify any provision of these Terms.
- 16.4. These Terms shall not be interpreted or construed to confer any rights or remedies on any third parties.
- 16.5. Headings used herein are for convenience only and shall not limit, control or add to the meaning of any term, provision or condition.