

Drake Software Sales Events Terms of Registration

Last Updated: 11/20/2024

Agreement Between User and Drake

By registering with Drake Software, LLC (“**Drake**”) for our sales seminars and webinars (the “**Services**”), you (“**User**”, “**you**” or “**your**”) agree to these terms and conditions, together with any documents expressly incorporated by reference (collectively, these “**Terms of Registration**”). These Terms of Registration govern your access to and use of the Services. The Services are offered to you conditioned on your acceptance of these Terms of Registration. Please read these Terms of Registration carefully.

These Terms of Registration along with Drake Software’s [Terms of Service](#), are a complete statement of the agreement between Drake Software and you, and set forth the entire liability of Drake Software, its parent, subsidiaries, and affiliates and your exclusive remedy with respect to the Services. As it relates to the Services, in the event of any conflict between these Terms of Registration and the [Terms of Service](#), these Terms of Registration shall prevail.

Registration and Scope of Services

Registration is required in order to sign up for the Services, and may be capped based on venue or program size by Drake, in its sole discretion. The Services at the events consist of live demos of Drake’s software program (“**Software**”). These events do not provide formal training on Drake’s Software, but typically include a general walkthrough of the Software.

Photo/Audio/Video Release

By registering for and/or using the Services, User consents to being photographed, recorded, and/or videotaped (the result of which are collectively, the “**User’s Image**”). User hereby grants to Drake and its subsidiaries, affiliates, successors, and assigns the right to use User’s Image as well as any testimonials or other likeness of User captured by Drake in any manner for advertising, promotion, and other commercial business purposes in original or modified form and in any media now known or later developed, worldwide in perpetuity.

CPE & Reporting

Some Users, such as Certified Public Accountants, may receive CPE credit for attending the live events. CPE credit is not available for online attendance of our webinars. It is the sole

responsibility of User to verify any state credit information prior to registering for the Services.

You are responsible for providing accurate and complete information for CPE reporting purposes, such as a complete first and last name as it appears on your Internal Revenue Service Personal Tax Identification Number (“**PTIN**”) account, your correct PTIN, and the correct state board identification number as required, so that we may accurately and successfully report any credits. User information for CPE reporting is collected during the registration process.

Privacy

All information collected from you by Drake is governed by our [Privacy Notice](#). By registering for the Services, you consent to all actions taken by us with respect to your information in compliance with our [Privacy Notice](#).

Cancellations/Rescheduling

Drake reserves the right to cancel or reschedule any sales events in its discretion. Drake is not responsible for any expenses incurred as a result of such cancellation or rescheduling.

Accommodations

Drake makes every effort to ensure a quality experience. If you have dietary restrictions or need special accommodations, please contact the sales department at Sales.Shows@DrakeSoftware.com or 800-890-9500 at least one week prior to the event’s start date. For live events, Drake will need sufficient time to coordinate any accommodations with the venue.

Modification of these Terms of Registration

Drake reserves the right to modify and update these Terms of Registration from time to time in Drake’s sole discretion. All changes are effective immediately and your continued use of the Services means you accept and agree to the revised Terms of Registration. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Disclaimer of Warranties and Limitation of Liabilities

The information, materials, software, services, and related graphics included in or available through the services may include inaccuracies or typographical errors. Drake and its affiliates, and their licensors, participating financial institutions, third party content or

service providers, distributors, dealers, suppliers, employees, agents, officers or directors (collectively, "**Representatives**") may make updates and/or changes to the services at any time. Drake does not provide tax, legal, or financial advice. any information or assistance received via the services should not be relied upon for personal, legal, accounting or financial decisions, and you should consult an appropriate professional for specific advice tailored to your situation.

DRAKE, ITS AFFILIATES AND THEIR REPRESENTATIVES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION, MATERIALS, SOFTWARE, SERVICES, AND RELATED GRAPHICS CONTAINED WITHIN THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ALL INFORMATION, MATERIALS, SOFTWARE, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. **DRAKE, ITS AFFILIATES AND THEIR REPRESENTATIVES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES AND ALL INFORMATION, MATERIALS, SOFTWARE, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

No representative of Drake is authorized to make any statement that adds to or amends any of the warranties or limitations contained in these Terms of Registration. Any updates to the Services provided by Drake or its Representatives shall be subject to these Terms of Registration.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DRAKE AND ITS AFFILIATES, OR THEIR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY RELATING TO THE USE OR PERFORMANCE OF ANY OF THE SERVICES, THE DELAY OR INABILITY TO REGISTER FOR OR USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, OR FOR ANY INFORMATION, MATERIALS, SOFTWARE, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH ANY OF THE SERVICES, OR OTHERWISE ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF DRAKE, ITS AFFILIATES OR ANY OF THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF ANY OF THE SERVICES, OR DO NOT AGREE WITH THESE TERMS OF REGISTRATION, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

Indemnification

You agree to defend, indemnify, and hold harmless Drake, its affiliates, and their Representatives, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Registration, including, but not limited to, any User submissions, use of the Services other than as expressly authorized in these Terms of Registration, or your use of any information, materials, software, and related graphics obtained from the Services.

Intellectual Property Rights

The Services, including all content, images, video, information and Software, are owned by Drake, its licensors, or other suppliers or providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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The names of actual companies and products mentioned in the Services, information, materials, software, and related graphics and/or third-party trademarks and logos contained therein are the trademarks of their respective owners. All rights not expressly granted herein and therein are reserved.

User shall not itself, or allow any other party to:

- (a) sell, resell, lease, transfer, time-share, disclose, transmit, license, sublicense, or provide as a service bureau any or all of the Service to any third party;
- (b) prepare derivative works or modify or copy the Service, in whole or in part;
- (c) allow any person or entity other than User to access and use the Service;
- (d) use or allow the use of the Service for any purpose other than User's personal use;
- (e) modify or obscure any intellectual property markings on the Service or any copies of Service materials;
- (f) attempt to gain unauthorized access to the Service or any related systems or networks;
- (g) attempt to circumvent or defeat any security features or procedures that

protect the Service against unauthorized use or misuses; or

- (h) exceed the scope of license granted under these Terms of Registration.

Consent to Electronic Communications

By registering for Services, you consent to receive all communications, notices, agreements, renewals, statements, and disclosures (collectively, "**Communications**") electronically. Drake may provide Communications to you related to its products and services by electronic communication, including by email and via text messages.

Governing Law, Venue and Dispute Resolution

These Terms of Registration have been entered into and shall be governed, construed, and interpreted pursuant to and in accordance with the laws of the State of North Carolina, without regard to conflicts of law principles. Any actions that are not subject to mandatory arbitration or disputes over the arbitrability of any matter shall be brought in either the state court for the county of Macon, or federal court in the Western District, North Carolina.

Any controversy or claim arising out of, or relating to, these Terms of Registration, or the making, performance or interpretation thereof, other than a claim by Drake for injunctive or other equitable relief, shall be resolved through binding arbitration before a single neutral arbitrator that is mutually acceptable in accordance with then existing Commercial Arbitration Rules of the American Arbitration Association. Arbitrators shall be persons experienced in software related issues. Such arbitration shall take place in the City of Franklin, County of Macon, State of North Carolina. Any judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

NOTWITHSTANDING THE ABOVE, EACH OF YOU AND DRAKE HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF REGISTRATION.

Questions and Comments

If you have questions or comments about the Services provided by Drake, please contact us at Sales.Shows@DrakeSoftware.com.