

Drake Software Terms of Service

Last Updated: 11/20/2024

PLEASE READ THESE TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THE SITES AND CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION, LIMITATIONS ON LIABILITY AND JURY TRIAL WAIVER.

This website and other related websites and mobile applications where these Terms of Service are posted or made available (collectively referred to as “**Sites**”) comprise various web pages and services operated by Drake Software, LLC (“**Drake**”). The following terms, conditions and notices, together with any documents expressly incorporated by reference (collectively, these “**Terms of Service**”), govern your access to and use of the Sites. The Sites are offered to you conditioned on your acceptance of the Terms of Service and your use of the Sites constitutes your agreement to these Terms of Service.

If you register for, download, subscribe, or otherwise use Drake Tax or another of Drake’s paid license offerings, then you will also be subject to the applicable Software License and Non-Disclosure Agreement for the product. In the event of a conflict between the applicable product license and these Terms of Service, the terms of the product license shall apply to your registered use of that product.

The Sites are offered to professionals who are 18 years of age or older (or have reached the age of majority in the jurisdiction where they reside, if above 18 years) and reside in the United States or any of its territories or possessions. By using the Sites, you warrant that you are of legal age to form a binding contract with Drake and meet all of the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Sites.

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1. Modification of These Terms of Service

Drake reserves the right to modify and update these Terms of Service from time to time in Drake's sole discretion. All changes are effective immediately when posted to the Sites and apply to all access to and use of the Sites thereafter. By continuing to use the Sites following the posting of such modifications, you agree to be bound by the revised Terms of Service.

2. Accessing the Sites and Account Security

Drake reserves the right to withdraw or amend the Sites, and any service or material Drake makes available on the Sites, in Drake's sole discretion without notice. Drake will not be liable if the Sites are unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Sites.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Sites.
- Ensuring that anyone who accesses the Sites through your internet connection is aware of these Terms of Service and complies with them.

To access the Sites or some of the resources it offers, you may be asked to provide certain account registration details or other information. It is a condition of your use of the Sites that all information you provide through the Sites is correct, current, and complete. You agree that all information you provide to register with the Sites or otherwise, including, but not limited to, through the use of any interactive features on the Sites, is governed by our [Privacy Notice](#), and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Sites or portions thereof using your email, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your account, password or any other breach of security.

We have the right to disable any account or password, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

3. No Unlawful or Prohibited Use

As a condition of your use of the Sites, you warrant to Drake that you will not use any of the Sites for any purpose that is unlawful or prohibited by these Terms of Service. You may not use any of the Sites in any manner which could damage, disable, overburden, or impair any of the Sites or interfere with any other party's use and enjoyment of any of the Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Sites.

4. Use of Communication Services

The Sites may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “**Communication Services**”). You agree to use the Communication Services only to post, send and receive messages and materials that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer;
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- Conduct or forward surveys, contests, pyramid schemes or chain letters;
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other user from using and enjoying the Communication Services;
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent; or
- Violate any applicable laws or regulations.

Drake has no obligation to monitor the Communication Services. However, Drake reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Drake reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Drake reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or remove any information or materials, in whole or in part, in Drake’s sole discretion.

Always use caution when giving out any personal information about yourself or your children in any Communication Service. Drake does not control or endorse the content, messages, or information found in any Communication Service, and therefore, Drake specifically disclaims any liability arising from or relating to any Communication Services and any actions resulting from your participation in any Communication Services. Managers and hosts are not authorized Drake spokespersons, and their views

do not necessarily reflect those of Drake.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Drake may use AI-powered chatbots and similar features on some of the Sites to provide helpful information. By using the Sites, you are interacting with an AI platform, not a live person. Please do not input any personal or sensitive information unless you're directly interacting with a customer support representative. All information you submit is subject to our [Privacy Notice](#) and processed by our vendor that supports the AI chat feature. Chat transcripts may be kept for future reference. Use of such chatbots and similar features is for general information only; please understand that information, decisions, advice, or materials provided by or retrieved from the bot have not been reviewed for content or accuracy. These features may have limitations and inaccuracies and thus may not be appropriate for your situation. Note that some technologies used on our Sites, including AI-powered chatbots, allow us and our vendors to monitor and analyze how visitors use our Sites to better understand user behavior and improve our Sites and the related services.

5. Materials Provided to Drake or Posted on Any of the Sites

Drake does not claim ownership of the materials you provide to Drake (including feedback and suggestions) or post, upload, input, provide, or submit to any of the Sites or their associated services, including any Communication Services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing, or submitting your Submission, you grant to Drake and its affiliated companies, and each of their respective licensees, successors, and assigns, the permission to use your Submission for any purpose, including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, create derivative works, translate, and reformat your Submission, and to publish your name in connection with your Submission.

All Submissions will be considered non-confidential and non-proprietary. No compensation will be paid with respect to the use of your Submission, as provided herein. Drake is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Drake's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you represent and warrant that (i) you own or otherwise control all of the rights in and to your Submission and have the right to grant to Drake the license to use such Submission, as described in this Section and (ii) all of your Submissions do and will comply with these Terms of Service.

6. Links to Third-Party Websites

The Sites may contain links to other web sites provided by third parties ("**Linked Sites**"). The Linked Sites are not under the control of Drake and Drake is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, the privacy practices on the Linked Site, or any changes or updates to a Linked Site. Drake is not responsible for webcasting or any other form of transmission received from any Linked Site. Drake provides links to you only as a convenience, and the inclusion of any link does not imply endorsement by Drake of the Linked Site or any association with its operators. YOU ACKNOWLEDGE AND AGREE THAT DRAKE HAS NO CONTROL OR RESPONSIBILITY FOR

ANY LINKED SITES AND ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS OR DAMAGE THAT MAY ARISE FROM YOUR USE OF SUCH SITES. ANY TRANSACTIONS THAT YOU CHOOSE TO ENTER INTO WITH ANY THIRD PARTY IS BETWEEN YOU AND THE APPLICABLE THIRD PARTY, AND DRAKE WILL NOT BE A PARTY TO OR HAVE ANY LIABILITY WITH REGARDS TO SUCH TRANSACTIONS.

7. Disclaimer of Warranties, Limitation of Liabilities, and Release

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. DRAKE AND/OR ITS REPRESENTATIVES (DEFINED BELOW) MAY MAKE UPDATES AND/OR CHANGES TO THE SITES AT ANY TIME. ASSISTANCE RECEIVED VIA THE SITES 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 EACH OF THEIR RESPECTIVE LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS, SUPPLIERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS (COLLECTIVELY, "**REPRESENTATIVES**") MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF ANY SITE INCLUDING THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED THEREON FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITES AND ALL INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. DRAKE, ITS AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SITES AND ALL INFORMATION, SOFTWARE, PRODUCTS, SERVICES, 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 USE. ANY UPDATES PROVIDED BY DRAKE OR ITS REPRESENTATIVES SHALL BE SUBJECT TO THESE TERMS OF USE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DRAKE, ITS AFFILIATES, OR THEIR RESPECTIVE 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 SITES, THE DELAY OR INABILITY TO USE ANY OF THE SITES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH ANY OF THE SITES, OR OTHERWISE ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE SITES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF DRAKE, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF ANY OF THE SITES, OR DO NOT AGREE WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES.

To the fullest extent permitted by applicable law, you release Drake from responsibility, liability, claims, demands, and/or damages of every kind and nature, in any way arising out of or related to the

operation, or your use, of the Sites that in any way arise out of or related to the acts or omissions of third parties (“**Third Party Disputes**”).

If you are a **California resident**, you hereby waive any rights you may have arising out of these terms under California Civil Code section 1542, which says “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” You also waive any rights you may have with respect to third party disputes under any other statute or common law principles that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

8. Indemnification

You agree to defend, indemnify, and hold harmless Drake, its affiliates, and their respective 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 Service or your use of the Sites, including, but not limited to, your Submissions, any use of the Site’s content, services, and products other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Sites.

9. Intellectual Property Rights

All contents, features, and functionality of the Sites 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.

Drake is the owner and/or authorized user of all trademarks, registered trademarks and/or service marks appearing on the Sites, and is the copyright owner or licensee of the content and/or information on the Sites. You may not download and/or save a copy of any of the pages on the Sites, for any purpose, except as otherwise provided in these Terms of Service. However, you may print a copy of the information on this Site for your personal use or records and not for further reproduction, publication or distribution. If you make other use of the Sites, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to penalties. Drake does not grant any license or other authorization to any user of its trademarks, registered trademarks, service marks, or other copyrightable material or other intellectual property, by placing them on the Sites.

The names of actual companies and products mentioned herein and/or third-party trademarks and logos contained herein may be the trademarks of their respective owners. All rights not expressly granted herein are reserved.

10. Notices and Procedure for Making Claims of Copyright Infringement

If you believe any materials accessible on or from the Sites infringe your copyright, you may request removal of those materials from the Sites by submitting written notification to Drake’s copyright agent

designated below. ALL INQUIRIES THAT DO NOT COMPLY WITH THE FOREGOING PROCEDURE WILL RECEIVE NO RESPONSE.

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Sites, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Our designated copyright agent to receive DMCA Notices is:

Brenda Burrell
Drake Software, LLC
111 Technology Drive
Franklin, NC 28734
legal@drakesoftware.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Sites is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

11. Consent to Electronic Communications

By using the Sites, you consent to receive all communications, notices, agreements, renewals, statements, and disclosures (collectively, “**Communications**”) electronically. Drake may provide Communications to you related to the Sites and the services by electronic communication, including by email, text message, facsimile, or by making such Communications available on the Sites.

12. Termination

Drake reserves the right, in its sole discretion, to terminate your access to the Sites and the related services or any portion thereof at any time, without notice.

13. Governing Law, Venue and Dispute Resolution

This Agreement has 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, this Agreement, 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 to the Parties 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 THIS SUPPLEMENTAL AGREEMENT.

14. Miscellaneous

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Drake as a result of your use of any of the Sites. Drake's compliance with these Terms of Service is subject to existing laws and legal process, and nothing contained herein is in derogation of Drake's right to comply with governmental, court and law enforcement requests or requirements relating to your use of any of the Sites or information provided to or gathered by Drake with respect to such use. If any part of these Terms of Service is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Service shall continue in effect. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

15. Entire Agreement

These Terms of Service, together with our [Privacy Notice](#) and [Software License and Non-Disclosure Agreement](#) and any other additional terms provided to you during your use of the Sites, constitute the entire agreement between you and Drake regarding your use of the Sites and related services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Sites.

16. Questions and Comments

If you have questions or comments about the Sites or the services provided by Drake, please contact us at webmaster@drakesoftware.com.