

WWW.DIMERCURIOADVISORS.COM
WEBSITE TERMS OF SERVICE & DISPUTE RESOLUTION

This Agreement was last modified on December 26, 2021.

1. Introduction

Please read these Terms of Service ("Agreement" or "Terms of Service") carefully before accessing www.DiMercurioAdvisors.com (the "Site") in any way. The Site is operated by DiMercurio Advisors, LLC ("us", "we", "our", or the "Operator"). This Agreement is between the Operator and you, whether acting on your own behalf or on behalf of another person or entity, as a user of this Site ("you" or "User") and sets forth the legally binding terms and conditions for your use of the Site and its services.

As sufficient consideration for your assent to this Agreement, you are provided access to the Site and any associated application of ours, and their respective content and tools, including, but not limited to, communication by email, text message, social media account, telephone, or any other electronic means (collectively, the "Services"). By accessing or using the Services in any manner, including, but not limited to, visiting or browsing the Site or any of the Services, you agree to be bound by these Terms of Service. You agree not to use the Site or Services if doing so would violate the law(s) of your jurisdiction.

YOUR USE OF THE SITE DOES NOT:

- **CREATE ANY ACCOUNTANT-CLIENT RELATIONSHIP OR OTHER PROFESSIONAL RELATIONSHIP WITH US.**
- **IMPOSE ANY OBLIGATION UPON US TO PROVIDE YOU WITH YOU ANY ADVICE OR PROFESSIONAL SERVICES.**
- **IMPOSE ANY OBLIGATION TO KEEP INFORMATION YOU PROVIDE TO US CONFIDENTIAL.**

THE CONTENT ON THE SITE IS FOR GENERAL AND INFORMATIONAL PURPOSES ONLY. OPINIONS, ADVICE, STATEMENTS, OR OTHER COMMENTS SHOULD NOT NECESSARILY BE RELIED UPON AND ARE NOT TO BE CONSTRUED AS PROFESSIONAL ADVICE FROM US. WE DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED, AND ARE NOT RESPONSIBLE FOR ANY LOSS RESULTING FROM YOUR RELIANCE ON SUCH INFORMATION. YOU SHOULD NOT RELY ON THE SITE'S CONTENT AS PROFESSIONAL ADVICE FOR YOUR SPECIFIC CIRCUMSTANCES. IF YOU WANT

SPECIFIC ADVICE TAILORED FOR YOU, YOU MUST FIRST SIGN AN ENGAGEMENT LETTER OR STATEMENT OF WORK WITH US.

This Agreement outlines the rules concerning your use of our Site and also the terms and conditions of using the Services, including matters concerning our scheduling tool, the “Contact Us” feature, our “Make a Payment” portal, our “Secure Upload” tool, and when you email with us.

This Agreement also governs dispute resolution. PLEASE READ THE AGREEMENT CAREFULLY AS IT AFFECTS YOUR RIGHTS, INCLUDING HAVING A SUBSTANTIAL IMPACT ON HOW CLAIMS THAT YOU AND WE MAY HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING WAIVER OF JURY TRIAL, MANDATORY ARBITRATION, AND WAIVER OF CLASS ACTION.

2. Other Policies

You understand and agree that this Agreement represents the primary terms and conditions governing your use of the Site and Services. However, we have provided additional guidelines, rules and policies for such use. Those documents are hereby incorporated by reference into this Agreement and can be found on our legal center at www.DiMercurioAdvisors.com/legal: Privacy Policy, Cookie Policy

Collectively, these, and other policies we may enact from time to time, are called the “Policies.” When reference is made to the Agreement, the reference includes the Policies, too.

3. Changes to this Agreement, the Site, and the Services

We reserve the right, at our sole discretion, to modify or replace these Terms of Service, or any of the Policies, by posting the updated terms on the Site. Such changes shall be effective immediately upon posting of the revised terms or Policies on this Site. The effective date of the updated Terms of Service will appear at the top of this page. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Service and/or Policies.

Please review this Agreement periodically for changes. By accessing or using this Site, you signify your acceptance of this Agreement and agree to be bound by all of its terms and conditions, and the Policies. If you do not agree to any of this Agreement or the Policies, or any changes to this Agreement or the Policies, discontinue any use of the Site immediately and do not use, access, or continue to access the Site.

We also reserve the right, at our sole discretion, to modify the Site or any of the Services, or any portion thereof, at any time for any or no reason with or without notice to you.

Modifications may include changes in available tools, features, or content. Any new features added to the Site shall also be subject to this Agreement.

4. Use of the Site

4.1. Your Representations and Warranties.

As a condition of your use of this Site, you represent and warrant the following:

- (a) *Age.* You are at least 18 years old. We do not knowingly market to or collect information from anyone under the age of 18.
- (b) *Authority.* If you are acting on your own behalf, you possess the legal ability and authority to create a binding legal obligation. If you are acting on behalf of another person or entity, you have the legal authority to bind and act on behalf of such person or entity, including the authority to enter into this Agreement, and you will inform such person or entity about the Terms of Service and the Policies, and their binding nature;
- (c) *Use.* You will use this Site in accordance with these Terms of Service. You will only use this Site to make legitimate appointments, communications, uploads and payments in connection with a bona fide intention to obtain professional accounting service for you and/or another person(s) or entity for whom you are legally authorized to act.
- (d) *Information.* All information supplied by you on this Site is true, accurate, current, and complete.
- (e) *Responsibility.* You are wholly and exclusively responsible for any activities conducted through your account and your access to and use of the Site and the Services.
- (f) *No Interference.* You shall not interfere with anyone else's use and enjoyment of the Site or other similar services.

4.2. Account Security.

If you choose, or are provided with, a user name, 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 you agree not to provide any other person with access to the Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to

ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, 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 this Agreement.

4.3. Criminal and Civil Penalties; Cooperation with Investigation.

Users who violate systems or network security may incur criminal or civil liability. You agree that we may at any time, and at our sole discretion, terminate your access to the Site without prior notice to you for violating any of the provisions set forth in this Agreement. In addition, to the extent that we are legally advised to do so, you acknowledge that we will cooperate with investigations of violations of systems or network security, including cooperating with law enforcement authorities in investigating suspected criminal violations.

5. Termination or Suspension.

5.1. Our Right to Terminate or Suspend.

We reserve the right, in our sole discretion, to suspend or terminate the Site and/or any portion thereof, including any service or product available through the Site, and/or your use of the Site, or any portion thereof, at any time for any or no reason with or without notice to you.

5.2. Results of Termination or Suspension.

If we suspend or terminate your access to the Site and/or Services, such termination may result in the forfeiture and destruction of all information associated with you. In the event of termination, you will still be bound by your obligations under the Terms of Service, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, the Operator shall not be liable to you or any third-party for any termination of your access to the Site. The Operator reserves the right to amend or repeal the Terms of Service (or parts thereof) as it deems appropriate. The latest version of the Terms of Service will supersede all previous versions.

5.3. Survival

All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, dispute resolution provisions, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

6. Intellectual Property

The Site and its original content, features and functionality are owned by the Operator and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this Site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this Site. Any unauthorized use of the materials appearing on this Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

7. Third Parties

Our Site contains links to third-party websites that are not owned or controlled by the Operator. The Operator has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. We strongly advise you to read the terms and conditions and privacy policy of any third-party website that you visit.

Our “Make a Payment” portal is an application programming interface (“API”) provided by JotForm (www.jotform.com) along with our payment processor, Stripe (www.stripe.com). JotForm and Stripe operate the Make a Payment API and their terms of service and other policies also govern your use of the Make a Payment API. We do not collect your credit card information, JotForm and/or Stripe do. We are not responsible or liable for any act, error, omission, or failure by you or JotForm or Stripe in processing your payment.

Our “Secure Upload” tool is also an API provided by Citrix Sharefile (www.sharefile.com) operates the Secure Upload API and their terms of service and other policies also govern your use of the Secure Upload API. We are not responsible or liable for act, error, omission, or failure by you or Citrix Sharefile in uploading or transmitting documents using this tool.

8. User-Generated Content

The Site currently does not permit user-generated content. Reviews shown, if any, are generated or retrieved from a third-party site, like Google Reviews.

9. Disclaimer of Warranties

ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT, AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THE SITE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. THE OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE OPERATOR DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR SATISFACTORY WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD-PARTIES. THE OPERATOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THE SITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND/OR ITS SERVERS WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. THE OPERATOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THE SITE FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTENT.

THE OPERATOR IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF DOCUMENTS, PAYMENTS, OR INFORMATION OR, ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

10. General Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE OPERATOR INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, BOOKING PARTNERS, SUPPLIERS, LICENSORS, AGENTS, OR OTHERS INVOLVED IN CREATING, SPONSORING, PROMOTING, OR OTHERWISE MAKING AVAILABLE THE SITE AND ITS SERVICES (COLLECTIVELY THE "COVERED PARTIES"), BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY WHATSOEVER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES OR LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO (OR WHERE RELEVANT, CAUSED BY):

- (a) LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF CONTRACT, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, LOSS OF CLAIM, BUSINESS INTERRUPTION, DATA OR OTHER INTANGIBLE LOSSES;
- (b) THE INABILITY TO USE, THE UNAUTHORIZED USE OF, DELAY OF, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SITE;
- (c) UNAUTHORIZED ACCESS TO OR TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS;
- (d) THE PROVISION OR FAILURE TO PROVIDE ANY SERVICE;
- (e) ERRORS OR INACCURACIES CONTAINED ON THE SITE OR ANY INFORMATION;
- (f) ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE OR SERVICES;
- (g) ANY PROPERTY DAMAGE INCLUDING DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, DURING OR ON ACCOUNT OF ACCESS TO OR USE OF THE SITE OR ANY WEBSITE TO WHICH IT PROVIDES HYPERLINKS;
- (h) DAMAGES OTHERWISE ARISING OUT OF THE USE OF THE SITE, ANY USE, DELAY OR INABILITY TO USE THE SITE, OR ANY INFORMATION, PRODUCTS, OR SERVICES OBTAINED THROUGH THE SITE;
- (i) ANY INJURY, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES; OR
- (j) ANY DAMAGES CAUSED BY A FORCE MAJEURE EVENT.

WITHOUT LIMITING THE FORGOING AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE OPERATOR'S LIABILITY SHALL IN ANY EVENT NOT EXCEED THE CUMULATIVE FEE PAID BY YOU TO US, IF ANY, DURING THE 6-MONTH PERIOD IMMEDIATELY PRIOR TO DATE THE CLAIM FIRST AROSE.

THE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF A COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WE WERE GROSSLY NEGLIGENT.

New Jersey Residents – The above-referenced limitation on liability does not apply to New Jersey residents to the extent any such damages are a direct result of the Operator's negligence, willful misconduct, or legal claims arising from the same. This limitation does not apply to the acts or omissions of others.

11. Notice of Infringing Material

If you believe in good faith that materials hosted by us on the Site infringe your copyright, you may send us a written notice that includes the following information:

1. A clear identification of the copyrighted work you claim was infringed.
2. A clear identification of the material you claim is infringing on the Site, such as a link to the infringing material.
3. Your address, email address and telephone number.
4. A statement that you have a "good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
5. A statement that "the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
6. A signature by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may send us your notice by email to legal@DiMercurioAdvisors.com with subject line reading "IP/Trademark Infringement – [name of person or entity making claim]" or by writing to our mailing address with ATTN: Legal Services."

Please note that we will not process your complaint if it is not properly filled out or is incomplete. Any misrepresentations in your notice regarding whether content or activity is infringing may expose you to liability for damages.

12. Dispute Resolution

THIS SECTION HAS A SIGNIFICANT IMPACT ON YOUR RIGHTS, ESPECIALLY WHEN IT COMES TO HOW DISPUTES BETWEEN YOU AND US GET RESOLVED. PLEASE READ THIS SECTION CAREFULLY.

12.1. Informal Resolution

If a dispute arises between you and us, we strive to resolve the dispute fairly, quickly, and efficiently. Accordingly, you agree to first give us an opportunity to resolve any dispute, claim, or controversy arising out of or relating to your use of our Site, our Privacy Policy, our Cookie Policy, or previous versions of this Agreement or our Privacy Policy or our Cookie Policy ("Claim") by contacting us at legal@DiMercurioAdvisors.com before taking any other action. If we are not able to resolve your Claim within sixty (60) calendar days after we receive written notice from you of your Claim, you may seek relief for your Claim through arbitration or small claims court, as detailed below.

12.2. Governing Law & Venue

This Agreement and the Policies, and the rights of the parties hereunder shall be governed by and construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the State of Florida, USA, exclusive of conflict or choice

of law rules. You agree that unless otherwise mutually agreed by the parties in writing or as otherwise provided by Section 12.3 below, any Claim shall be brought in a court located in Orange County, Florida, USA.

12.3. Mandatory Arbitration

Any dispute, controversy or claim arising out of or related in any manner to this Agreement which cannot be amicably resolved by the parties shall be solely and finally determined by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court in Orange County, Florida having jurisdiction thereof. The arbitration shall take place before a panel of one (1) arbitrator sitting in Orange County, Florida. The language of the arbitration shall be English. The arbitrator will be bound to adjudicate all disputes in accordance with the provision above titled Governing Law & Venue. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, if any, subject to the limitations set forth in Section 10 of this Agreement. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome, except as provided in Section 12.6 below. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement. Notwithstanding the foregoing, any action seeking injunctive relief shall be submitted to the courts and shall not be subject to this provision.

Binding arbitration also applies to Claims that arose before you accepted these Terms of Service, regardless of whether prior versions of the Terms of Service required arbitration.

12.4. Initiating Arbitration of Claim

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claim to:

DiMercurio Advisors LLC
Attn: Legal Services
P.O. Box 2748
Orlando, FL 32802

If we request arbitration against you, we will give you notice at the email address or street address you have provided. The AAA's rules and filing instructions are available at www.adr.org or by calling 1-800-778-7879.

12.5. Claims Time-barred.

Unless otherwise prohibited by applicable law, and except for New Jersey residents, any Claim must be filed within two (2) years from the date on which such Claim arose or accrued.

12.6. Condition Precedent.

All claims you bring against us must be resolved in accordance with this Dispute Resolution Section 12. All claims filed or brought that do not follow the procedures of this Section 12, including the Informal Resolution procedure under Section 12.1, shall be considered improperly filed. Should a claim be filed by either you or us in manner that is not in accordance with this section, the other party may seek to recover attorneys' fees and costs up to \$5,000.00, provided that the other party has been notified in writing of the improperly filed claim, received fourteen days to withdraw such claim, and fails to do so.

12.7. WAIVER OF CLASS RIGHT & JURY RIGHT

ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.

13. Miscellaneous

13.1. Indemnification

You agree to indemnify and hold harmless the Covered Parties (see Section 10.1 for definition) from and against any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of the Site or the Services, including any breach by you of the Terms contained in this Agreement. If you use the Site for or on behalf of another person or entity ("Third-party"), you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third-party of all applicable terms and conditions. Each person using the Site or Services for or on behalf of a Third-party agrees to indemnify and hold the Operator harmless from and against any and all liabilities, losses, damages, suits, and claims (including the costs of defense) relating to the Third-party's or the user's failure to fulfill any of its obligations as described in this Agreement.

13.2. Force Majeure

A force majeure event is any event beyond either our or your control and can include, but is not limited to, natural disasters, weather conditions, fire, nuclear incident, electro-magnetic pulse, terrorist act, riots, war, arson attacks, insurgency, rebellion, armed

hostilities of any kind, labor disputes, lockouts, strikes, shortages, government actions or restraints, pilferage, bankruptcy, machinery breakdown, network or system interruptions or breakdown, internet or communications breakdown, quarantine, epidemic, pandemic etc. We are not responsible to you or any other person or entity for any damage or loss caused by a force majeure event, and a force majeure event excuses our obligations under this Agreement. We do not guarantee continuous access without interruption to the Site.

13.3. Language Translation

The Site and the Terms of Service may exist in a number of languages and local versions (identified by different top level domain names in some cases), but have originally been drawn up in the English language. In case of conflict between the English language version and a translated version, the English language version of the Terms of Service shall prevail.

13.4. Severability

The Terms of Service shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law and such determination shall not affect the validity and enforceability of any other remaining provisions. The severed provisions shall be replaced by a provision approximating as much as possible the original wording and intent.

13.5. Reservation of Rights

Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under this Agreement.

13.6. California Residents

The Department of Consumer Affairs for the State of California may be contacted at: www.dca.ca.gov/consumers/index.shtml.

13.7. Accessibility

If you are a person who needs an accessibility accommodation in order to utilize this Site and our Services, we offer certain assistance that may help. Please contact us at: 407-906-4376.

14. Contact Us

If you have any questions about this Agreement or our Site, please contact us via the following:

Telephone: 407-906-4376

Email: legal@DiMercurioAdvisors.com

Address: DiMercurio Advisors LLC, Attn: Legal Services, P.O. Box 2748, Orlando, FL 32802