

## Terms of Use and License Agreement for SimpleIFTA Software and Services

### Terms

Thank you for selecting SimpleIFTA, tax preparation software. This license agreement ("Agreement") gives you certain rights and responsibilities depending on the software license you purchased or subscribed to as more fully described below (collectively the "Software"). By clicking "ACCEPT", you indicate that you have read and understood and assent to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you are not granted any rights whatsoever in the Software, and you will not be able to access or use the Software or Services.

### 1. License Grant and Restrictions.

Triesten Technologies, LLC., ("Triesten Technologies, LLC.", "us", "we", "our") grants you ("you", "your" or "user") means the person using the Software in any way, the following rights if you comply with all of the terms and conditions of this Agreement.

(a) SimpleIFTA. You may use: (i) SimpleIFTA - software solely to prepare Business tax return for your Business, and after proper registration and any applicable payment, to download reports. (ii) If you are Tax preparer and qualified by the IRS, you may use SimpleIFTA software for your client's Business on a professional or commercial basis. You are not licensed or permitted under this Agreement to do any of the following: (i) attempt to access any other Triesten Technologies, LLC., systems, programs or data that are not made available for public use; (ii) prepare IFTA tax returns, Fuel report or worksheets on a professional or commercial basis (i.e., for a preparer's or other fee) unless as stated above in 1 (a); (iii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the Software sites; (iv) work around any technical limitations in the Software, use any tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble, or otherwise reverse engineer the Software except as otherwise permitted by applicable law, (v) use the Software for any commercial purpose (vi) perform or attempt to perform any actions that would interfere with the proper working of the Software or Services, prevent access to or the use of the Software or Services by Triesten Technologies, LLC.,'s other licensees or customers, or impose an unreasonable or disproportionately large load on Triesten Technologies, LLC., infrastructure; or (vii) otherwise use the Software except as expressly allowed under this Section1.

(b) If you obtained a license for the free version of the SimpleIFTA software, there may be additional fees and limitations on your use of the features and functionality, stated within the SimpleIFTA software.

(c) You must indemnify and defend Triesten Technologies, LLC., against any claims or lawsuits, including attorneys' fees that arise from or result from the use of the Software on a professional or commercial basis.

In addition to the SimpleIFTA software, the term "Software" includes any other programs, tools, internet-based services, components, and any "updates" (for example, Software maintenance, service information, help content, bug fixes, or maintenance releases etc.) of the Software that Triesten Technologies, LLC., provides or makes available to you.

## **2. Reservation of Rights and Ownership.**

The Software is licensed not sold, and Triesten Technologies, LLC., reserves all rights not expressly granted to you in this Agreement. The Software is protected by copyright, trade secret and other intellectual property laws. Triesten Technologies, LLC., and its licensors own the title, copyright, and other intellectual property rights in the Software. This Agreement does not grant you any rights to trademarks or service marks of Triesten Technologies, LLC.,.

## **3. SimpleIFTA Accurate Calculations Guarantee.**

Triesten Technologies, LLC., diligently works to ensure the accuracy of the IFTA calculations on every form prepared using SimpleIFTA, Fuel tax preparation software. Triesten Technologies, LLC., is not in any guarantee the accuracy of the calculation or any submission. The sum and total financial or monetary responsibilities can be no greater than the amount paid by you for the service.

(i) If you are a registered user and you pay an Jurisdiction or state penalty and/or interest solely because of a calculation error on a form prepared for you using Corporate Taxes Online, and not as a result of, among other things, your failure to enter all required information accurately, willful or fraudulent omission or inclusion of information on your tax return, misclassification of information on the tax return, or failure to file an amended return to avoid or reduce an applicable penalty/interest after Triesten Technologies, LLC., announced updates or corrections to the SimpleIFTA Online software in time for you to file an amended return, is solely your responsibility. You are responsible for keeping Triesten Technologies, LLC., apprised promptly of any change in your email address, mailing address and/or phone number so that you can be notified of such updates or corrections. You are responsible for paying any and all additional tax liability you may owe and providing any other information Triesten Technologies, LLC., reasonably requests. A "registered user" is a user from whom Triesten Technologies, LLC., has received the information necessary to permit such person to print a Fuel tax return prepared

using the SimpleIFTA Online software and who complies with the terms and conditions of this Agreement.

(ii) If you believe such a calculation error occurred, you must notify Triesten Technologies, LLC., as soon as you learn of the mistake (and in no event later than 30 days after the penalty or interest is assessed) at <http://www.Simpleifta.us/ContactUs>, or by mail at Triesten Technologies, LLC., Inc.

#### **Simple IFTA - Triesten Technologies, LLC**

3701, Algonquin Road, Suite #860

Rolling Meadows,

Illinois 60008 USA

Customer Service Number: 847 305 3090

Email : [support@simpleifta.us](mailto:support@simpleifta.us)

Triesten Technologies, LLC., will then contact you promptly to attempt to resolve the issue. To resolve your matter, Triesten Technologies, LLC., may require your SimpleIFTA tax data file and other supporting information such as a copy of the Jurisdiction notice, evidence of payment of the specified penalty and/or interest, and a copy of your printed Fuel tax return.

#### **4. Triesten Technologies, LLC., Services and Third-Party Services (together "Services").**

##### **A. Triesten Technologies, LLC., Services.**

###### Electronic Filing Services.

(i) Help and Support. Triesten Technologies, LLC., may use a variety of methods (e.g., in-product, Internet, e-mail, chat, fax and phone) to provide technical support and customer service in connection with Software and Triesten Technologies, LLC., Services. The terms and conditions governing the offering of this support, which may require the payment of an additional fee, are subject to change as announced by Triesten Technologies, LLC., from time to time. Consult the SimpleIFTA Help and Support web site (currently, <http://www.Simpleifta.us/support>) for the most up-to-date information relating to this support and any associated charges.

Feedback. Triesten Technologies, LLC., may provide you with a mechanism to provide feedback, suggestions and ideas, if you choose, about its online products and services ("Feedback"). You agree that you are free to provide your opinion or suggestion to us. You agree that Triesten Technologies, LLC., may, in its sole discretion, use the Feedback you provide to Triesten Technologies, LLC., in any way, including in future modifications of the Software, multimedia works and/or advertising and

promotional materials relating thereto. You hereby grant Triesten Technologies, LLC., a perpetual, worldwide, fully transferable, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute and display the Feedback in any manner for any purpose.

## **B. Third Party Websites**

The Software and Services may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third-Party Websites are not under the control of Triesten Technologies, LLC., Triesten Technologies, LLC., is not responsible for the content of any Third-Party Website or any link contained in a Third-Party Website. Triesten Technologies, LLC., does not review, approve, monitor endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Software or Services is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Triesten Technologies, LLC., or its Suppliers (defined below) of any information contained in any Third-Party Website. In no event will Triesten Technologies, LLC., or its Suppliers be responsible for the information contained in such Third-Party Website or for your use of or inability to use such website. Access to any Third-Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from those of Triesten Technologies, LLC., and its Suppliers. Neither Triesten Technologies, LLC., nor its Suppliers are responsible for such provisions, and expressly disclaim any liability for them. You are responsible for providing, at your expense, any access to the Internet and any required equipment. Further, Triesten Technologies, LLC., may at any time change or discontinue any aspect, availability, or feature of the Services.

## **C. Payment & Collection.**

In the event you owe Triesten Technologies, LLC., any amounts related to your licensing of SimpleIFTA and/or Services, Triesten Technologies, LLC., reserves the right to seek collection of any amount unpaid. There will no refunds once the Fuel Tax PDF is downloaded. SimpleIFTA is not responsible for the errors and omissions you make when entering the data.

## **5. Privacy of Personal and Tax Return Information.**

At Triesten Technologies, LLC., we place the highest importance on respecting and protecting the privacy of our customers. Our most important asset is our relationship with you. We want you to feel comfortable and confident when using our products and services and with entrusting your fuel tax return information to us.

## **6. DISCLAIMER OF WARRANTIES.**

### **A. Triesten Technologies, LLC., Services.**

EXCEPT AS EXPRESSLY IN ABOVE, THE SOFTWARE AND SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Triesten Technologies, LLC., ITS AFFILIATES, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, RETAILERS, DISTRIBUTORS, DEALERS AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE OR SERVICES, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, QUALITY, TIMELINESS, AND NON-INFRINGEMENT. Triesten Technologies, LLC., DOES NOT WARRANT THAT SOFTWARE OR SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, OR OTHER PROGRAM LIMITATIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF PURCHASE OF SOFTWARE OR SERVICES, AS APPLICABLE. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. All warranties or guarantees given or made by Triesten Technologies, LLC., with respect to Software or the Services (1) are solely for the benefit of you as the registered user of the Software and are not transferable, and (2) shall be null and void if you breach any term or condition of this Agreement.

## **7. LIMITATION OF LIABILITY AND DAMAGES.**

YOU UNDERSTAND THAT Triesten Technologies, LLC., WILL NOT AUDIT OR OTHERWISE VERIFY ANY INFORMATION YOU PROVIDE, AND IS NOT RESPONSIBLE FOR DISALLOWED DEDUCTIONS OR CREDITS. FURTHER, Triesten Technologies, LLC., SHALL NOT BE RESPONSIBLE FOR ANY TAXES, PENALTIES AND INTEREST THAT ARE ASSESSED AS THE RESULT OF INCORRECT, INCOMPLETE, OR MISLEADING INFORMATION THAT YOU HAVE GIVEN TO Triesten Technologies, LLC., IN CONNECTION WITH ITS PREPARATION OF YOUR TAX RETURNS USING THE SERVICES. EXCEPT FOR THE REIMBURSEMENT FOR CALCULATION ERRORS DESCRIBED IN SECTION 3 AND 4 A., THE ENTIRE CUMULATIVE LIABILITY OF Triesten Technologies, LLC., AND ITS SUPPLIERS FOR ANY REASON ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES, AS APPLICABLE, TO Triesten Technologies, LLC., OR ITS AUTHORIZED RESELLER AT THE RETAIL PRICE SHOWN ON THE SIMPLE IFTA WEBSITE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Triesten Technologies, LLC., AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS OR INVESTMENT, TAX POSITIONS TAKEN BY YOU, INABILITY TO FILE YOUR RETURN, DELAY IN PREPARING YOUR IFTA FUEL TAX RETURN, INCORRECT OR INCOMPLETE INFORMATION PROVIDED TO Triesten Technologies, LLC., ANY ACCESS TO, OR USE OF, YOUR PASSWORD AND USER ID BY AN UNAUTHORIZED PERSON, OR THE LIKE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF Triesten Technologies, LLC., OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL Triesten Technologies, LLC., BE LIABLE FOR ANY LOSS, COST, LIABILITY OR DAMAGE INCURRED AS A RESULT OF YOUR RECEIPT OF OR PARTICIPATION IN THIRD PARTY SERVICES OR THIRD-PARTY WEBSITES. IN NO EVENT DOES Triesten Technologies, LLC., ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN YOU ARISING OUT OF YOUR USE OR INABILITY TO USE THE SOFTWARE OR SERVICES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Triesten Technologies, LLC., AND YOU. Triesten Technologies, LLC., WOULD NOT BE ABLE TO HAVE PROVIDED SimpleIFTA OR SERVICES WITHOUT SUCH LIMITATIONS.

#### **8. Consent to Conduct Business Electronically ("Consent").**

(a) Consent to Electronic Communications. Triesten Technologies, LLC., may be required by law to send "Communications" to you that may pertain to the Software, the use of information you may submit to Triesten Technologies, LLC., and the Services you choose. Additionally, certain of the Third-Party Services you choose, may require Communications with the third parties who administer these programs. You agree that Triesten Technologies, LLC., on behalf of itself and others who administer such Services (as applicable), may send Communications to you by email and/or may make Communications available to you by posting them at one or more of our sponsored websites, such as <http://www.Simpleifta.us>. You Consent to receive these Communications electronically. The term "Communications" means any notice, record, agreement, or other type of information that is made available to you or received from you in connection with the Software, the Services, or your tax refund.

(b) Consenting to Do Business Electronically. The decision whether to do business electronically is yours, and you should consider whether you have the required hardware and software capabilities described below. Your consent to do business electronically, and our agreement to do so, applies to this Agreement, the Software and any applicable Services. (c) Hardware and Software Requirements. In

order to access and retain an electronic record of Communications, you will need: a computer, a monitor, a connection to an Internet service provider, an Internet browser software that supports 128-bit encryption, and an e-mail address. By selecting the "I accept and agree to the terms of the License Agreement" button, you are confirming to us that you have the means to access, and to print or download, Communications. We do not provide ISP services. You must have your own Internet service provider. (d) Withdrawal of Consent. If you later decide that you do not want to receive future Communications electronically, write to us at SimpleIFTA Customer Service, support@Simpleifta.us. If you withdraw your consent to receive Communications electronically, we may terminate your use of IFTA Tax Advice and one or more of the Services. (e) Changes to Your Email Address. You agree to notify us promptly of any change in your email address. You can do so by logging on to <http://www.Simpleifta.us> and following the instructions to submit a comment to Triesten Technologies, LLC., (please include both your old and new email address). (f) Printing. You may print this document by clicking on the "Print License Agreement" button.

## **9. Miscellaneous.**

This Agreement (and any additional terms and conditions with which Triesten Technologies, LLC., amends or supplements this Agreement), is a complete statement of the agreement between you and Triesten Technologies, LLC., and sets forth the entire liability of Triesten Technologies, LLC., and its Suppliers and your exclusive remedy with respect to the Software and Services and their use. You agree that Triesten Technologies, LLC., is not acting as your agent or fiduciary in connection with your use of the Software or any Services. The Suppliers, agents, employees, officers, distributors, and dealers of Triesten Technologies, LLC., are not authorized to make any additional representations, commitments, or warranties binding on Triesten Technologies, LLC.,. Any waiver of the terms herein by Triesten Technologies, LLC., must be in a writing signed by an authorized officer of Triesten Technologies, LLC., and expressly referencing the applicable provisions of this Agreement. Triesten Technologies, LLC., shall be not be liable for any default or delay in the performance of its obligations under this Agreement to the extent its performance is delayed or prevented due to causes beyond its reasonable control, such as acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, the actions or omissions of third parties, electrical or communication system failures, or governmental action. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

SimpleIFTA collects contact information for promotional, marketing, training, and customer support purposes. This information is not shared, sold, or distributed to third parties or other companies. Triesten

Technologies, LLC., may contact customers with special promotional offers or informative reminders at different points during the tax season. Customers have the option to unsubscribe from any email marketing campaign or promotional offer at any time.

## **10. Termination and Amendment.**

(a) Termination. Your rights under this Agreement may be terminated by Triesten Technologies, LLC., immediately and without notice if you fail to comply with any term or condition of this Agreement or no longer consent to electronic Communications. Upon such termination, you must immediately cease using the Software, Tax Advice and Services. Any termination of this Agreement shall not affect Triesten Technologies, LLC., 's rights hereunder.

(b) Amendment. Triesten Technologies, LLC., shall have the right to change or add to the terms of its Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of Software, Tax Advice and Services (including internet based services, pricing, technical support options, and other product-related policies) upon notice by any means Triesten Technologies, LLC., determines in its discretion to be reasonable, including posting information concerning any such change, addition, deletion, discontinuance or conditions in Software or on any Triesten Technologies, LLC., sponsored web site, including [www.Simpleifta.us](http://www.Simpleifta.us) Any use of the Software by you after Triesten Technologies, LLC., 's publication of any such changes shall constitute your acceptance of this Agreement as modified.

## **11. Questions.**

You can contact Triesten Technologies, LLC., Inc. by mail at Customer Support, Triesten Technologies, LLC., Inc., ADDRESS, if you have a question or concern about any product or service we sell over the Internet.

### **Simple IFTA - Triesten Technologies, LLC**

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