

CALLOWAY AND ASSOCIATES, INCORPORATED.

## TERMS OF USE

### 1. MODIFICATIONS TO THIS AGREEMENT

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes.

### 2. THIRD PARTY CONTENT, SITES, AND SERVICES

The Calloway and Associates site and content available through the service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of Calloway and Associates, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole.

Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree that Calloway and Associates shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. If there is a dispute between participants on this site, or between users and any third party, you understand and agree that Calloway and Associates is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Calloway and Associates, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our service.

### 3. PRIVACY AND INFORMATION DISCLOSURE

Calloway and Associates has established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address:

<http://www.Calloway-assoc.com>

Your use of the Calloway and Associates website or the Service signifies acknowledgement of and agreement to our Privacy Policy. You further acknowledge and agree that Calloway and Associates may, in its sole discretion, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third-party has been posted or transmitted without their consent or as a form of harassment; protect the rights, property, or personal safety of Calloway and Associates, its users or the general public.

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#### 4. NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements to Calloway and Associates email addresses or through Calloway and Associates computer systems, is expressly prohibited by these Terms. Any unauthorized use of Calloway and Associates computer systems is a violation of these Terms and certain federal and state laws. Such violations may subject the sender and his or her agents to civil and criminal penalties.

#### 5. TERMINATION OF SERVICE

You agree that Calloway and Associates, in its sole discretion, has the right (but not the obligation) to block your email or IP address, or otherwise terminate your access to or use of the Site (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if Calloway and Associates believes that you have acted inconsistently with the letter. Further, you agree that Calloway and Associates shall not be liable to you or any third-party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination. for the information posted on the webpage, as it is to be used as a reference only, and not as Tax Advice.

#### 6. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Site is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work, and/or copying or reproducing the sites or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of Calloway and Associates. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of Calloway and Associates, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service.

#### 7. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE CALLOWAY AND ASSOCIATES SITE AND THE SERVICE IS ONLY A SOURCE OF REFERENCE INFORMATION. If you are seeking tax advice of any kind, you MUST contact Calloway and Associates for a consultation based on your individual circumstances. We provide services to individuals, companies and organizations. The information listed on the webpage is general information used to give you a general understanding of the services we provide, and a knowledge base of popular topics. Using our webpage in no way establishes a contract between the user and Calloway and Associates.

#### 8. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CALLOWAY AND ASSOCIATES BE LIABLE FOR DIRECT, INDIRECT,

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INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF CALLOWAY AND ASSOCIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE CALLOWAY AND ASSOCIATES SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE CALLOWAY AND ASSOCIATES SITE OR THE SERVICE, FROM INABILITY TO USE THE CALLOWAY AND ASSOCIATES SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE CALLOWAY AND ASSOCIATES SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE CALLOWAY AND ASSOCIATES SITE OR THE SERVICE OR ANY LINKS ON THE CALLOWAY AND ASSOCIATES SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE CALLOWAY AND ASSOCIATES SITE OR THE SERVICE OR ANY LINKS ON THE CALLOWAY AND ASSOCIATES SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

#### 9. VIOLATION OF TERMS AND LIQUIDATED DAMAGES

You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for Calloway and Associates to pursue legal action to enforce these Terms, you will be liable to pay Calloway and Associates the following amounts as liquidated damages, which you accept as reasonable estimates of Calloway and Associates' damages for the specified breaches of Terms.

If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of these Terms without Calloway and Associates' express written permission, you agree to pay Calloway and Associates three thousand dollars (\$3,000) for each day on which you engage in such conduct.

Otherwise, you agree to pay Calloway and Associates' actual damages, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms, Calloway and Associates retains the right to seek the remedy of specific performance of any term contained in these Terms, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms, or any combination thereof.

#### 10. FEEDBACK

We welcome your questions and comments on this document. [info@calloway-assoc.com](mailto:info@calloway-assoc.com)