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6.5 If at any time You are dissatisfied with the Product, do not agree with any portion of this Agreement, or have any other claim against ET relating to either this Agreement or the Product, Your sole, exclusive remedy is to discontinue using the Product. IN NO EVENT SHALL ET’S LIABILITY WITH RESPECT TO ANY ACT, OMISSION, DEFAULT OR BREACH UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER CONTEMPLATED HEREBY EXCEED THE TOTAL AGGREGATE AMOUNT ACTUALLY PAID TO ET BY YOU UNDER THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING SIX (6) MONTHS.

6.6 The foregoing limitations liability shall be enforced to the maximum extent permitted under applicable law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to Customer.

## 7. COLLECTION OF PERSONAL DATA

In order to provide You with a better experience, adapted services and Product support, ET may collect and store data about You in relation to Your use of the Product, Your connection information and/or Your Compatible Mobile Terminal. ET and its vendors also use analytics tools to collect information concerning Your use of the Product. Your privacy is very important

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## 9. MISCELLANEOUS

9.1 Export Controls. The Product is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United States and foreign agency or authority relating to the Product and Your use of the Product. The Product may not be re-exported, downloaded or otherwise exported to, or installed by a national or resident of, any country to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

9.2 Severance. If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect ET's initial intentions.

9.3 No Waiver. No failure or delay by ET (or its licensors) to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after signing of a written statement to this effect by ET or by the User.

### 9.4 Law, Jurisdiction and Dispute Resolution.

9.4.1 To the extent permitted by applicable law, this EULA, and any disputes or claims arising out of or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the United States and the State of Alaska, without giving effect to any principles of conflicts of laws. This EULA shall not be governed by the United Nations Conventions of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded from any interpretation of this EULA.

9.4.2 YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM, SUIT OR ACTION THAT YOU MAY HAVE AGAINST ET OR ITS LICENSORS ARISING UNDER OR RELATED TO THIS AGREEMENT MUST BE BROUGHT BY YOU PURSUANT TO THIS SECTION 8 AND WITHIN ONE (1) YEAR AFTER THE DATE ON WHICH THE EVENT UNDERLYING SUCH CLAIM OCCURRED OR IS ALLEGED TO HAVE OCCURRED.

9.5 Neither Party shall be liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, pandemic, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone or internet service.

For any questions concerning this EULA, you may contact ET at the following email address: [support@efficienttax.com](mailto:support@efficienttax.com).

**THIS EULA IS APPLICABLE ONLY TO THE EXTENT AUTHORIZED BY LAW.**

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**SIGNED**

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PRINTED NAME OF SIGNATORY

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POSITION

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DATE