

## TERMS AND CONDITIONS for elocpa.com

These terms and conditions ("Terms") govern your use of **elocpa.com** ("the Website") and all related content, services, and products provided by ELO CPAs & Advisors ("we," "us," or "our"). By accessing or using the Website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Website.

- **1. Intellectual Property.** All content on the Website, including text, graphics, logos, images, and software, is the property of ELO CPAs & Advisors and is protected by intellectual property laws. You may not use, reproduce, distribute, modify, or create derivative works without our prior written consent.
- **2. User Conduct.** You agree to use the Website only for lawful purposes and in a manner that does not violate any applicable laws, regulations, or the rights of others. You are solely responsible for your interactions and content you post on the Website. Prohibited activities include but are not limited to:
  - a. Violating any laws or regulations.
  - b. Uploading or transmitting viruses, malware, or any other malicious code.
  - c. Engaging in spamming, phishing, or any other form of unauthorized advertising.
  - d. Interfering with the proper functioning of the Website or its services.
  - e. Collecting or harvesting any personally identifiable information without consent.
- 3. Third-Party Links. The Website may contain links to third-party websites or services that are not owned or controlled by ELO CPAs & Advisors. We do not endorse or assume any responsibility for the content, privacy policies, or practices of any third-party websites. Your use of third-party websites is at your own risk.
- <u>4. Limitation of Liability.</u> In no event shall ELO CPAs & Advisors be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with your use of the Website or its content. This includes but is not limited to damages for loss of profits, data, or other intangible losses.
- <u>5. Indemnification.</u> You agree to indemnify and hold ELO CPAs & Advisors, its affiliates, officers, directors, employees, and agents harmless from and against any claims, liabilities, damages, losses, or expenses arising out of your use of the Website, violation of these Terms, or infringement of any intellectual property or other rights.
- <u>6. Modifications and Termination.</u> We reserve the right to modify or terminate the Website or any part thereof at any time without notice. We may also update these Terms from time to time. It is your responsibility to review the Terms periodically for any changes.
- <u>7. Governing Law and Jurisdiction.</u> These Terms shall be governed by and construed in accordance with the laws of South Dakota. Any legal action arising out of or relating to these Terms or your use of the Website shall be filed exclusively in the courts located in South Dakota, and you consent to the jurisdiction of such courts.
- **8. Severability.** If any provision of these Terms is found to be invalid or unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.