

# Terms of Use

*Effective Date: June 1, 2024*

Forvis Mazars, LLP and all subsidiaries, parent entities, divisions, departments and affiliates of Forvis Mazars, LLP (collectively, “Forvis Mazars,” “we,” “us,” or “our”) employs these Terms of Use (“Terms”) that apply to anyone who uses or accesses our website and services (“User” or “You”). Our website and services are collectively referenced as the “Services.” If you do not agree to these Terms or our Privacy Policy [<https://www.forvismazars.us/privacy-policy>], please do not use the Services.

**PLEASE REVIEW THE SECTION OF THESE TERMS ENTITLED “RESOLVING DISPUTES” CAREFULLY, AS IT WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS AGAINST FORVIS MAZARS TO BINDING AND FINAL ARBITRATION AND TO WAIVE YOUR RIGHTS TO BRING A CLASS ACTION AGAINST FORVIS MAZARS.**

**1. Scope.** Users can be individuals, businesses or other organizations. If you agree to these Terms on behalf of another, you represent and warrant that you have the authority to do so.

These Terms do not apply to third party sites or applications or third-party services/providers on our website, or otherwise. We encourage you to review the terms and privacy policies of these sites and applications before you use them.

You must be 18 years of age to use our Services. If you learn that your minor has used the Services without your consent, please e-mail us at [privacynotice@us.forvismazars.com](mailto:privacynotice@us.forvismazars.com).

**2. User Accounts.** Users are responsible for maintaining the confidentiality of any passwords associated with their accounts, monitoring all activity under the accounts, and assuming full responsibility for all activities that occur under their accounts. The credentials utilized to access the Services are to only be made available to registered members. In doing so, User agrees not to impersonate any person or entity nor violate any applicable state, federal, or other law regarding use of personal or identification information. Forvis Mazars may, from time to time, use any of the information User submits to verify the completeness, accuracy or truthfulness of the information provided through the Services. Users may not authorize third parties to use their accounts, and they may not assign or otherwise transfer their accounts to any other person or entity.

Forvis Mazars may suspend your account and your access to the Services at any time and for any reason, including without cause. The most likely reasons why we might suspend your account or access to the Services include (but shall not be limited to):

- maintaining the Services or changing its features or functionality;
- your non-use of the account or Services for an extended period;
- your breach of these Terms;
- faults, service outages or other technical problems;

- legal requirements, such as an injunction or due to an investigation by police or other law enforcement agency.

Likewise, your failure to maintain accurate, complete, and up-to-date account information, your uploading an invalid or illegible form of identification, or your failure to provide additional evidence requested by us, may result in suspension of your access to the Services or the termination of your account (without prejudice to any other remedies we may have).

Upon termination (a) User must immediately cease all use of the Services; and (b) User will no longer be authorized to access User's Account or the Services; and (c) all obligations accrued prior to termination and with respect to Forvis Mazars' intellectual property, limited or absence of liability, indemnity rights, and rights regarding its ownership and control of the Services will survive.

**FORVIS MAZARS WILL NOT HAVE ANY LIABILITY IN CONNECTION WITH ANY SUSPENSION OF YOUR ACCOUNT OR YOUR ACCESS TO THE SITE, REGARDLESS OF THE REASON FOR SUSPENSION.**

**3. Conditions of Use.** User agrees to not use the Services to:

- engage in activity not permitted or intended for Users on the Services;
- interfere with or disrupt the Services or servers or networks connected to the Services;
- disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- disable or circumvent features that prevent or limit use of the Services;
- reverse engineer, copy, attempt to discover the source code, or otherwise seek to replicate any portion of the Services, except as expressly permitted by applicable law;
- violate any applicable local, state, national or international law, rule, or regulations, or cause Forvis Mazars to violate any law, rule, or regulation;
- perform any fraudulent activity, including impersonating any person or entity, or falsely state or otherwise misrepresent User's or any individual's affiliation with entity;
- access or attempt to access any materials or information through means not intentionally made available or provided through the Services;
- interfere with the operation of the Services or any User's enjoyment of the Services, including the uploading or disseminating any virus, adware, spyware, worm, or other malicious code;
- sell, license, or otherwise share or transfer the access granted under these Terms, which access is non-transferrable;
- copy, reproduce, distribute, perform, display, sell, offer for sale, license, or otherwise convey any materials or information available on or through the Services to which the User has no such legal rights;
- convey to any third party (other than the entity for whom User agreed to these Terms) any right or ability to view or access any materials or information available on or through the Services; or
- attempt to do any illegal acts or acts proscribed in this Terms, or to assist or permit any person in engaging in any such acts.

**4. Content of the Website and Services.** All content on the website and the Services provided are "as is", with no guarantees of completeness, accuracy or timeliness, and without representations, warranties or other contractual terms of any kind, express or implied. Forvis Mazars does not represent or warrant that the website, the Services, and / or any information, software or other material downloaded from the website, will be accurate, current, uninterrupted, error-free, omission-free or free of viruses or other harmful components.

TO THE EXTENT PERMITTED BY LAW, FORVIS MAZARS DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT CONTAINED ON THIS SITE.

**5. Posted Content.** With respect to any content, information, text, graphics, images, audio or video, or material you create or upload to the website ("Posted Content"):

FORVIS MAZARS DOES NOT HAVE, AND EXPRESSLY DISCLAIMS, ANY LIABILITY TO YOU IN CONNECTION WITH ANY POSTED CONTENT. FORVIS MAZARS DOES NOT GUARANTEE, AND MAKES NO REPRESENTATIONS IN RELATION TO THE COMPLETENESS OR ACCURACY OF ANY POSTED CONTENT.

Forvis Mazars may delete any Posted Content that it considers, in its absolute discretion, to be in breach of these Terms or to have the potential to cause reputational, operational or other harm to Forvis Mazars or any other person or entity.

You consent to Forvis Mazars displaying your name on the website. You acknowledge that, if you post content on the website, the fact that you are using the Site does not constitute confidential information and you consent to Forvis Mazars' use of such content in the manner described above.

Any information you submit through the website may be provided by Forvis Mazars to the other member firms of Forvis Mazars, and you may subsequently be contacted by any member firm of Forvis Mazars as contemplated by the Site. You are responsible for ensuring that any personal information submitted by or about you to the Site is accurate, complete, and up-to-date. The submission of inaccurate, false, or incomplete information may make you ineligible for opportunities or cause any relationship you may have with a member firm of Forvis Mazars to be terminated.

By using the website, you warrant that you own or are licensed to use the intellectual property rights in your Posted Content. This includes copyright in respect of any text you post, as well as the right to use or display any image or logo. You agree to indemnify Forvis Mazars and the other member firms of Forvis Mazars from and against any claims by third parties arising from your Posted Content, including any breach of intellectual property rights any third party may bring in relation to your content, unless those claims arise from Forvis Mazars' or the other member firms' own negligence.

For all your Posted Content, you warrant and you must ensure that it is not misleading, deceptive or materially inaccurate in any way, including in relation to the availability, nature, terms or conditions or any other matter relating to the services being offered or sought; and it is compliant

with all applicable laws and licensing requirements. Forvis Mazars reserves the right to keep your Posted Content on the Site indefinitely unless removed earlier by you.

Forvis Mazars may remove any Posted Content if it considers, acting reasonably, that you or any other users have breached these Terms or if, in its sole discretion, Forvis Mazars believes that maintaining the Posted Content presents a risk to Forvis Mazars' reputation or business and operations (including the Site).

Notwithstanding the foregoing, Forvis Mazars does not, nor is Forvis Mazars under any obligation or duty to monitor, consider, evaluate, assess, review, screen, censor or remove any Posted Content. Forvis Mazars does not have (and expressly disclaims) any liability in connection with any monitoring, consideration, evaluation, assessment, review, screening, censoring or removal of Posted Content or any failure or refusal on Forvis Mazars' part to do so.

By using this website, you agree to be bound by the [Google Maps/Google Earth Additional Terms of Service](#) and [Google Privacy Policy Terms](#).

**6. Intellectual Property Rights.** User agrees to respect Forvis Mazars' intellectual property rights, including the following:

- a. **Software.** The technology and software underlying the Services are the property of Forvis Mazars (the "Software"). User agrees not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any rights in the Software. Any rights not expressly granted in these Terms are reserved by Forvis Mazars.
- b. **Name and Logos.** The Forvis Mazars name and logos are trademarks and service marks of Forvis Mazars (collectively the "Forvis Mazars Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Forvis Mazars. Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Forvis Mazars Trademarks or third-party Trademarks displayed on the Services, without our, or such third party's as applicable, prior written permission in each instance. All goodwill generated from the use of Forvis Mazars Trademarks will inure to Forvis Mazars' exclusive benefit.
- c. **Material on the Website.** Except where noted otherwise, all material on the website and any variations of it is copyrighted by Forvis Mazars or one of its member firms. No part of the materials on the website, including but not limited to the text, graphics and html code, may be reproduced or transmitted in any form, or by any means without our written permission or, in respect of local content on an individual country site, the written permission of the relevant member firm.
- d. **Third Party Material.** The Services may include or incorporate third party material. These third parties are not under Forvis Mazars' control. Under no circumstances, to the fullest extent permitted by law, will Forvis Mazars, its directors, officers, employees, affiliates, and assigns be liable in any way for any materials of any third parties, including, but not limited to, for any errors or omissions in any material, or for any loss or damage of any

kind incurred as a result of the use, reproduction, distribution, performance, or display of any third-party material on or through the Services. User agrees that User must evaluate, and bear all risks associated with the use of any third-party material, including any reliance on the accuracy, completeness, or usefulness of such material.

**7. Export Control.** These Terms are made subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed on the Parties from time to time. Each Party agrees that it will not export, directly or indirectly, any technical information acquired from the other Party under this Agreement or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with applicable law.

You may not access or use the Services if you are a citizen or national of any country that is subject to United States export restrictions (currently including, but not necessarily limited to, Iran, Syria, Cuba, North Korea, Democratic Republic of Congo, Central African Republic, Sudan, Belarus, Russia and Crimea). Also, you may not access or use the Services from any such country. You may not use the Services if you do not have legal authorization to work in the country in which the postings to which you apply are to be performed. If any applicable law, rule or regulation prohibits your access of the Services, you may not access or use the Services. You also represent that you are not an individual or an individual employed by or associated with an entity identified on the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the Department of State's Debarred Parties List or otherwise ineligible to receive items subject to US Export control laws and regulations, or other economic sanctions of any sovereign nation.

**8. Digital Millennium Copyright Act Notice.** Forvis Mazars respects the intellectual property rights of others and Users of the Services are expected to do the same. We will investigate reports of alleged infringement and will take appropriate action to remove or disable access to any material found likely to be infringing.

If you believe our Services (or any portion of it) infringes your copyright, please provide a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that has allegedly been infringed; a description of the copyrighted work that you believe has been infringed; the location on the Services of this allegedly infringing material; your address, telephone number and email address and any other pertinent information sufficient to allow Forvis Mazars to contact you; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf

Notices of claimed copyright infringement should be directed to FORVIS MAZARS, [privacynotice@us.forvismazars.com](mailto:privacynotice@us.forvismazars.com). (Please include "notice of infringement" in the subject line.)

**9. Electronic Communications.** By consenting to these Terms, User confirms that User can access electronic information and communications on the Services or via email or mobile services. User consents to receiving electronic information and communications, including information

about User's leave program, such as notifications or alerts of key activities and any other related information. Users may change their communication preferences in their accounts.

**10. Third Party Links.** Forvis Mazars may provide, or third parties may provide, links or other access to other sites and resources as part of the Services. Forvis Mazars has no control over such sites and resources and Forvis Mazars is not responsible for and does not endorse such sites and resources. User further acknowledges and agrees that Forvis Mazars, its directors, officers, employees, affiliates, and assigns will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings User has with third parties found while using the Services are between User and the third party, and User agrees that Forvis Mazars, its directors, officers, employees, affiliates, and assigns are not liable for any loss or claim that User may have against any such third party.

**11. Indemnity and Release.** To the fullest extent permitted by law, User is responsible for User's use of the Services. User releases and agrees to indemnify and hold Forvis Mazars and its officers, directors, employees, consultants, subsidiaries, affiliates, assigns, and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to: (a) User's unauthorized use or misuse of the Services; (b) User's violation of these Terms or any applicable law or regulation; or (c) User's violation of any rights of a third party, including any intellectual property right or publicity, confidentiality, other property, or privacy right.

**12. Disclaimer of Warranties.** User acknowledges and agrees to Forvis Mazars' following disclaimer or warranties:

**USE OF ANY PORTION OF THE SERVICES IS AT USER'S OWN DISCRETION AND RISK. THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FORVIS MAZARS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.**

**FORVIS MAZARS MAKES NO WARRANTY THAT THE SERVICES OR ANY PORTION OF THE SERVICES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES (A) WILL MEET USER'S REQUIREMENTS, (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, (C) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (D) THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY USER THROUGH THE SERVICES WILL MEET USER'S EXPECTATIONS, AND FORVIS MAZARS DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.**

**FORVIS MAZARS AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AFFILIATES ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICES. INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO USER'S PROPERTY, SUCH AS USER'S COMPUTER SYSTEM, MOBILE DEVICE OR DATA.**

**THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.**

**13. Limitation of Liability.** User agrees to the following limitation of liability:

**FORVIS MAZARS AND ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, THIRD PARTY SERVICE PROVIDERS, LICENSORS, OR CONTENT PROVIDERS, WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES: (A) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION); (C) FOR USER'S USE OR INABILITY TO USE OR RELIANCE ON THE SERVICES OR ANY CONTENT OR OTHER MATERIALS AVAILABLE THROUGH THE SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S DATA; OR (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.**

**UNLESS OTHERWISE PROHIBITED BY LAW, THE MAXIMUM LIABILITY OF FORVIS MAZARS AND ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, THIRD PARTY SERVICE PROVIDERS, LICENSORS OR CONTENT PROVIDERS TO USER FOR ANY AND ALL DAMAGES, LOSSES AND CAUSES OF ACTION WILL NOT EXCEED \$100.00. IN STATES WHERE THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE ARE NOT ALLOWED, FORVIS MAZARS IS RESPONSIBLE TO USER ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF OUR CONTRACT WITH YOU.**

**FORVIS MAZARS DOES NOT LIMIT OUR LIABILITY TO USERS WHERE IT WOULD BE ILLEGAL TO DO SO. THIS SECTION DOES NOT AFFECT CONSUMER RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO USER IF USER RESIDES IN SUCH A JURISDICTION. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, FORVIS MAZARS' LIABILITY WILL OTHERWISE BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.**

**14. Governing Law.** The Terms will be interpreted and construed in accordance with the laws of the State of Texas without regard to its conflict of laws principles.

**15. Resolving Disputes.** Before filing a claim against Forvis Mazars, User agrees to try and resolve the dispute by contacting us at [privacynotice@us.forvismazars.com](mailto:privacynotice@us.forvismazars.com). If a dispute is not resolved within 30 days of such a written submission, User or Forvis Mazars may bring a formal proceeding.

With respect to any disputes or claims not subject to arbitration, as set forth below, User and Forvis Mazars agree to submit to the personal and exclusive jurisdiction of the state courts located within Dallas County, Texas and federal courts located within the State of Texas.

**PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT PROVISIONS CAREFULLY.**

- a. **Arbitration Agreement.** These arbitration provisions are referred to in these Terms as the "Arbitration Agreement." User and Forvis Mazars agree to resolve any claims relating to these Terms through final and binding arbitration by a single arbitrator, except as set forth under the Exceptions to Arbitration Agreement section below. This includes disputes arising out of or relating to interpretation or application of this Arbitration Agreement, including its enforceability, revocability, or validity.
- b. **Opt-out of Arbitration Agreement.** User can decline this Arbitration Agreement by providing Forvis Mazars with written notice of User's desire to do so by email or regular mail at [privacynotice@us.forvismazars.com](mailto:privacynotice@us.forvismazars.com) or Forvis Mazars, ATTN: Compliance Officer,  
  
Compliance Officer  
910 E. St. Louis Street, Suite 400  
Springfield, MO 65806  
417.865.8701
- c. within 30 days of first logging into User's account. However, if User declined arbitration in a previous version of these Terms, such User's election to opt out of arbitration remains binding until the User notifies us by email or regular mail that user agrees to this Arbitration Agreement. If User opts out of this Arbitration Agreement, it will only impact the applicability of this "Resolving Disputes" section, and it will not modify other provisions of these Terms or any other agreements you may have entered into with Forvis Mazars.
- d. **Arbitration Procedures.** If you reside in the Americas, the American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where User lives or works, Dallas, Texas, or any other location to which Forvis Mazars and User agree. The AAA rules will govern payment of all arbitration fees, unless otherwise provided in this Arbitration Agreement. The actual scope of the arbitration provision or the arbitrability of a matter is to be determined by the arbitrator. If you reside in the UK or India, the London Court of International Arbitration (LCIA) will administer the arbitration in



London under the LCIA Arbitration Rules by one arbitrator the parties shall mutually select. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the party presenting the witness). Judgment upon an arbitration award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction over you and us.

- e. **Cost of Arbitration.** The AAA rules (or the LCIA rules for non-Americas residents) will govern payment of all arbitration fees, unless otherwise provided in this Arbitration Agreement. Forvis Mazars will pay all arbitration fees for individual arbitration for claims less than \$75,000. If User receives an arbitration award that is more favorable than any offer we make to resolve the claim, we will pay you \$5,000 in addition to the award. Forvis Mazars will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that User's claim is frivolous.
- f. **Exceptions to Arbitration Agreement.** User or Forvis Mazars may assert claims, if they qualify, in small claims court in any United States county where User lives or works. Either party may bring a lawsuit in state or federal court solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the pre-suit procedure described above.

**PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF. USER AND FORVIS MAZARS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.**

**UNLESS BOTH USER AND FORVIS MAZARS AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE USER'S CLAIMS WITH THOSE OF ANOTHER PARTY, NOR OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).**

**16. Construction.** If these Terms conflict with the provisions of another agreement between User and Forvis Mazars, the other agreement and not these Terms shall control. The failure of Forvis Mazars to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision or a waiver of any subsequent breach or default such provision. If any provision

of these Terms is found by a court of competent jurisdiction or an arbitrator to be invalid, the parties nevertheless agree that the court or arbitrator should endeavor to give effect to the parties' intentions as reflected in that provision, and the other provisions of these Terms will remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. Throughout these Terms the use of the word "including" means "including but not limited to."

**17. No User Assignment Prohibited without Prior Written Consent.** User may not assign these Terms, in whole or in part, by operation of law or otherwise, without the prior written consent of Forvis Mazars. Any attempt to assign or transfer the Terms, without such consent, will be void. Forvis Mazars may assign or transfer these Terms, in whole or in part, without restriction and without providing notice to or obtaining consent from User. The provisions of these Terms will inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

**18. Notice for California Users.** Under California Civil Code Section 1789.3, users of the Services from California are entitled to the following specific consumer rights notice: You may contact us to resolve a complaint regarding the service or to receive further information regarding use of the service at 1625 North Market Blvd., Suite N112, Sacramento, CA 95834 or by telephone at (800) 952-5210, or by emailing at [privacynotice@us.forvismazars.com](mailto:privacynotice@us.forvismazars.com).

If you choose, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210. Information about the Department's consumer complaint process can be found on its website <https://www.dca.ca.gov/consumers/complaints/consumer.shtml>. California Civil Code Section 1798.83 permits California residents who use our Services to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes.

**19. Awarding the Work for Talent Shift Services.** Forvis Mazars will award the work at its sole discretion. Although cost will be considered in selecting who we award the work to, it is only one factor in our decision making, and we reserve the right to select or reject any submission in our sole discretion. The person who is awarded the work will be notified and must complete the entirety of the Talent Shift onboarding process, including worker classification, compliance, and background checks. In the event of problems with that process, Forvis Mazars reserves the right to revoke the award and select a different participant or service provider.

**20. Changes to Terms.** Forvis Mazars will post changes to these Terms here, with the last modified date at the top of these Terms. User's continued use of the Services indicates User's agreement to be bound by the modified Terms. If User does not agree to be bound by the modified Terms, then User may not continue to use the Services.

**21. Contact Us.** If you have any questions or comments about these Terms or if you wish to report a violation of these Terms, please e-mail us at [privacynotice@us.forvismazars.com](mailto:privacynotice@us.forvismazars.com) or send us a letter at:

Compliance Officer  
910 E. St. Louis Street, Suite 400  
Springfield, MO 65806  
417.865.8701