Drake Sales Events Terms of Service

Last Updated: 7/1/2024

Agreement Between User and Drake

By registering with Drake Software, LLC ("**Drake**") for our sales seminars and webinars (the "**Services**"), you ("**User**", "**you**" or "**your**") agree to these terms and conditions, together with any documents expressly incorporated by reference (collectively, these "**Terms of Service**"). These Terms of Service govern your access to and use of the Services. The Services are offered to you conditioned on your acceptance of these Terms of Service. Please read these Terms of Service carefully.

Registration & Scope of Services

Registration is required in order to sign up for the Services, and may be capped based on venue or program size. The Services at the events consist of live demos of Drake's software program ("**Software**"). These events do not provide formal training on Drake's Software, but do include a general walkthrough of the Software.

CPE & Reporting

Some Users, such as Certified Public Accountants, may receive CPE credit for attending the live events. CPE credit is not available for online attendance of our webinars. It is the sole responsibility of User to verify any state credit information prior to registering for the Services.

You are responsible for providing accurate and complete information for CPE reporting purposes, such as a complete first and last name as it appears on your Internal Revenue Service Personal Tax Identification Number ("**PTIN**") account, your correct PTIN, and the correct state board identification number as required, so that we may accurately and successfully report any credits. User information for CPE reporting is collected during the registration process.

Privacy Notice

When you sign up for the Services, you are opting in to receive promotional offers from Drake for other products and services. Please review our Privacy Notice for more information on what information we collect and how it is used. Users who do not wish to receive promotional materials may opt out by contacting OptOutRequests@DrakeSoftware.com.

Miscellaneous

Drake reserves the right to cancel or reschedule any sales events. Drake is not responsible for any expenses incurred as a result of such cancellation or rescheduling.

Accommodations

Drake makes every effort to ensure a quality experience. If you have dietary restrictions or need special accommodations, please contact the sales department at Sales.Shows@DrakeSoftware.com or 800-890-9500 at least one week prior to the program's start date. For live events, Drake will need sufficient time to coordinate any accommodations with the venue.

Modification of these Terms of Service

Drake reserves the right to modify and update these Terms of Service from time to time in Drake's sole discretion. All changes are effective immediately and your continued use of the Services means you accept and agree to the revised Terms of Service. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

California Consumer Privacy Act / California Privacy Rights Act

To the extent that the California Consumer Privacy Act and California Privacy Rights Act, as amended (Cal. Civ. Code §§ 1798.100 *et seq.*) ("CCPA") is applicable to User, the parties agree that Drake qualifies as a "Business," that data is shared with "Service Providers" for a "Business purpose" (as defined under Cal. Civ. Code §§ 1798.140) to deliver the Services and related services and products to User, and that such sharing of data is done so in compliance with the CCPA. For more information on how we collect and use your data, please see our Privacy Notice.

Disclaimer of Warranties and Limitation of Liabilities

THE INFORMATION, MATERIALS, SOFTWARE, SERVICES, AND RELATED GRAPHICS INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. DRAKE AND ITS AFFILIATES, AND THEIR LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS, SUPPLIERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS (COLLECTIVELY, "**REPRESENTATIVES**") MAY MAKE UPDATES AND/OR CHANGES TO THE SERVICES AT ANY TIME. ADVICE RECEIVED VIA THE SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, LEGAL, ACCOUNTING OR FINANCIAL DECISIONS, AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

DRAKE, ITS AFFILIATES AND THEIR REPRESENTATIVES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION, MATERIALS, SOFTWARE, SERVICES, AND RELATED GRAPHICS CONTAINED WITHIN THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ALL INFORMATION, MATERIALS, SOFTWARE, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. DRAKE, ITS AFFILIATES AND THEIR REPRESENTATIVES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES AND ALL INFORMATION, MATERIALS, SOFTWARE, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO REPRESENTATIVE OF DRAKE IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THESE TERMS OF SERVICE. ANY UPDATES TO THE SERVICES PROVIDED BY DRAKE OR ITS REPRESENTATIVES SHALL BE SUBJECT TO THESE TERMS OF SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DRAKE AND ITS AFFILIATES, OR THEIR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY RELATING TO THE USE OR PERFORMANCE OF ANY OF THE SERVICES, THE DELAY OR INABILITY TO REGISTER FOR OR USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, OR FOR ANY INFORMATION, MATERIALS, SOFTWARE, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH ANY OF THE SERVICES, OR OTHERWISE ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF DRAKE, ITS AFFILIATES OR ANY OF THEIR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF ANY OF THE SERVICES, OR DO NOT AGREE WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

Indemnification

You agree to defend, indemnify, and hold harmless Drake, its affiliates, and their Representatives, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service, including, but not limited to, any User submissions, use of the Services other than as expressly authorized in these Terms of Service, or your use of any information, materials, software, and related graphics obtained from the Services.

Intellectual Property Rights

The Services, including all content, images, video, information and Software, are owned by Drake, its licensors, or other suppliers or providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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The names of actual companies and products mentioned in the Services, information, materials, software, and related graphics and/or third-party trademarks and logos contained therein are the trademarks of their respective owners. All rights not expressly granted herein and therein are reserved.

Consent to Electronic Communications

By registering for Services, you consent to receive all communications, notices, agreements, renewals, statements, and disclosures (collectively, "**Communications**") electronically. Drake may provide Communications to you related to its products and services by electronic communication, including by email and via text messages.

Governing Law

These Terms of Service are governed by the laws of the State of North Carolina, and you hereby consent to the exclusive jurisdiction and venue in the United States District Court for the Western District of North Carolina, or if such court does not have subject matter jurisdiction, the state courts in Macon County, North Carolina for all disputes arising out of or relating to these Terms of Service or your use of the Services. At Drake's sole discretion, it may require you to submit any disputes arising from these Terms of Service or your use of the Services to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association, applying North Carolina law. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Service, including without limitation, this paragraph.

Entire Agreement

These Terms of Service, together with our Privacy Notice, constitute the entire agreement between you and Drake regarding your use of the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

Questions and Comments

If you have questions or comments about the Services provided by Drake, please contact us at Sales.Shows@DrakeSoftware.com.