

Last Updated April 7, 2021

Welcome to Avalara's website. Avalara provides this website and the related websites, including all Content (as defined in Section 5) and services (the "**Sites**"), as a service to our users. Your use of the Sites is subject to the following terms and conditions (the "**Site Terms**").

Please read these Site Terms carefully. These Site Terms are a legal agreement between Avalara, Inc. and its affiliates (collectively, "Avalara") and you, and the Site Terms govern your use of the Sites. By accessing or using the Sites, you agree to be bound by these Site Terms and all additional terms incorporated by reference in these Site Terms. If you do not agree to all of these terms, you must not access or use the Sites.

We periodically update these Site Terms, so you must regularly review them. We will post the effective date of any updates at the beginning of these Site Terms. By continuing to use the Sites or Site Services after an update, you agree to the terms of the update.

- 1. Service Terms.** Avalara offers some additional software and services on the Sites under specific terms and conditions (for example, the Avalara Service Terms and Conditions available at <https://www.avalara.com/terms>). Those terms and conditions are referred to in these Site Terms as the "**Service Terms**," and your use of such software and services is governed by the applicable Service Terms. If there is any conflict between these Site Terms and the applicable Service Terms relating to the use of those software or services, the Service Terms will govern. If no Service Terms apply to the software or services, then these Site Terms, in particular Section 2 below, and the applicable order document govern your use of the software or services.
- 2. Site Services.** Some of the Sites offer paid services for which there are no Service Terms. Such services are the "**Site Services**" and these Site Terms govern our offering and your use of the Site Services. By purchasing access to the Site Services, you agree to (a) pay the applicable service fees for the Site Services and (b) use the Site Services in compliance with any documentation we provide to you that is applicable to the Site Services. Avalara may terminate your use of the Site Services at any time, for any or no reason, and without prior notice. If Avalara terminates your access to the Site Services for any reason other than your breach of these Site Terms, then as your sole remedy for such termination, Avalara will refund a pro rata amount of any unused, prepaid fees.
- 3. No Professional Tax Opinion or Legal Advice.** You acknowledge and agree that Avalara does not provide legal advice, including legal or professional tax opinions or management advice. Although Avalara strives to ensure that data and information contained in the Site Services are current, Avalara is dependent on third parties, such as state and local governmental agencies, to timely update and provide information that affect such data and information. **AS SUCH, YOU AGREE THAT YOU USE AND RELY UPON THE CONTENT AND SITE SERVICES AT YOUR OWN RISK AND YOU ACKNOWLEDGE THAT AVALARA CANNOT GUARANTEE THAT ANY DATA AND INFORMATION CONTAINED IN THE SITE SERVICES IS ACCURATE OR CURRENT.** In addition, due to rapidly changing tax rates and regulations that require interpretation by your qualified tax professionals, you bear full responsibility to determine the applicability of the output generated by the Site Services and to confirm its accuracy. You are responsible for your own tax policies and tax reporting positions, and for conducting your own due diligence. You are encouraged to conduct due diligence and seek the assistance of qualified tax counsel or accounting professionals on matters requiring professional advice.
- 4. Rights.** You are granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Sites solely in accordance with these Site Terms. As a condition of your use, you warrant to Avalara that you will not use the Sites for any unlawful or prohibited purpose. You shall not use the Sites in a way that could damage, disable, overburden, or otherwise impair them or interfere with any other party's use. You shall not obtain or try to obtain any materials or information that we have not intentionally made available to you. We do not grant you license, express or implied, to any Avalara intellectual property except as specifically authorized by these Site Terms. Avalara reserves the right, in our sole discretion and without notice, to (a) revise the Content available on the Sites; (b) impose rules for and limits on use of, or access to, the Sites; (c) revoke your access to part, or all, of the Sites; or (d) change, suspend, or discontinue any aspect of the Sites. We will not be liable to you or to any third party for taking any of the actions listed in

(a)-(d) above.

5. **Content.** All material on the Sites, including information, data, software, photographs, graphs, videos, text, graphics, music, sounds, compilations, and any other content (collectively, the “**Content**”) is the property of Avalara or our third-party content suppliers and is protected by United States and international copyright laws. You shall use the Content solely for the uses specifically authorized on the Sites and you will make no other use of it without Avalara’s express written permission. Except as specifically authorized, you shall not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit the Content. The Content is not for resale. You shall not delete or alter any proprietary rights or attribution notices in the Content. Avalara does not claim copyright for information provided by governmental agencies, but to the extent a compilation of that information was created by Avalara, Avalara owns the rights to that specific compilation.
6. **Trademarks.** The names, logos, graphics, brands, and icons on the Sites (other than those belonging to third parties) are Avalara’s trademarks or trade dress in the United States and other countries. Our trademarks and trade dress shall only be used in connection with our software and services. Avalara grants you a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to use our trademarks and trade dress solely in strict accordance with these Site Terms. You shall not use our trademarks or trade dress in connection with any products or services that are not Avalara’s in a way that is likely to cause confusion among consumers or that disparages or discredits Avalara. All third-party trademarks on the Sites are the property of their respective owners, who may or may not be affiliated with Avalara.
7. **Privacy.** Avalara’s Privacy Policy is available at <https://www.avalara.com/privacy-policy>. You agree to be bound by the terms of the Privacy Policy and any changes to it and agree that Avalara may use and maintain your data in accordance with the Privacy Policy, except as otherwise provided in these Site Terms.
8. **Communications.** When you visit the Sites or send electronic messages to us, you are communicating with us electronically. When Avalara sends you communications about the Sites or third-party products or services, we will do so in accordance with the Privacy Policy. By registering for an account, sending us an electronic message, or otherwise communicating with us, you have agreed to communicate with us electronically, which may include receiving emails from Avalara or its partners. You may withdraw your consent at any time by sending us an opt-out or unsubscribe notice, clicking on the “unsubscribe” link in an email, or otherwise manage your communications preferences [here](#).
9. **Account Password and Security.** If any part of the Sites requires you to open an account, you must complete the registration process by providing current, complete, and accurate information as prompted by the applicable registration form. You also may be asked to choose a password and a username. You are solely responsible for maintaining the confidentiality of your password, username, and other account information. Furthermore, you are solely responsible for all activities that occur under your account and will be held liable for losses or damages incurred by Avalara or another party due to someone else using your account or password. You agree to notify Avalara immediately of any unauthorized use of your account or any other breach of security. Avalara will not be liable for any loss or damages that you may incur as a result of someone else using your password or account. You shall not use anyone else’s account at any time without the permission of the account holder.
10. **No Unlawful or Prohibited Use.** You shall not use the Sites for any purpose that is unlawful or prohibited by these Site Terms. You shall not use the Sites in a manner that could damage, disable, overburden, or impair any Avalara server, or the networks connected to any Avalara server, or interfere with any other party’s use and enjoyment of any of the Sites. You shall not attempt to gain unauthorized access to the Sites, other accounts, computer systems, or networks connected to Avalara’s systems through hacking, password mining, or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Sites. You shall not use the Sites to, nor permit any third party to: (a) promote your offerings or services (commercial or otherwise); (b) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or publish, post, upload, or distribute any information that would result in the same; (c) download, upload, or otherwise make available materials, software, or information that is not legally yours and without permission of the intellectual property rights owner; or (d) impersonate someone else, falsely represent your identity or qualification, or breach another’s privacy.

Avalara has no obligation to monitor the Sites. However, you acknowledge and agree that Avalara has the right to monitor the Sites and to collect and/or disclose any information as necessary or appropriate to (i) satisfy any law, regulation, or other governmental request, (ii) to operate the Sites properly, (iii) to optimize the Sites and/or Avalara's business operations, or (iv) to protect Avalara, its users, or its customers.

11. **Communication Forums.** The Sites may contain e-mail services, community forums, or other social features to exchange information with other users of the Sites (collectively, "**Communication Forums**"). If you use the Communication Forums, you must act respectfully in your interactions with others, and you shall not use the Communication Forums for any prohibited activities. Do not disclose any content or information that you do not wish to make public. Please note that certain Communication Forums may be operated by third-party service providers, and the specific terms and conditions of those third-party service providers may govern your use of the Communication Forums. You must be at least 18 years of age or the age of majority in your jurisdiction (whichever is greater) to participate in the Communication Forums. Your participation in the Communication Forums is at Avalara's sole discretion and may be terminated at any time without notice.
12. **Notice and Takedown.** If you believe that your copyrightable material has been infringed by a third party using the Sites, please send a notice to Avalara's copyright agent, including the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed upon; (3) a description of where the material that you claim is infringing is located on the Sites; (4) your address, telephone number, and e-mail address; (5) 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 (6) 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 authorized to act on the copyright owner's behalf. Avalara's Copyright Agent for notice of claims of copyright infringement on its Sites can be reached as follows:

Avalara, Inc.
Attn: Legal Department
255 S. King St. Ste. 1800, Seattle, WA 98104
legal@avalara.com
(877) 759-6520

In appropriate circumstances, Avalara will disable or terminate the accounts of users who are copyright infringers.

13. **Sales Tax Risk Assessment (formerly known as Nexus Studies).** Avalara shall use transaction data input into a sales tax risk assessment ("**Sales Tax Data**") solely (a) to produce your results, (b) for Avalara's internal business purposes in order to maintain, evaluate, develop, and improve Avalara's services, and (c) to create aggregated, anonymized data. Avalara owns all right, title, and interest in and to aggregated, anonymized data. Avalara shall hold Sales Tax Data in strict confidence and shall not disclose it to third parties except to the extent reasonably necessary provided that the third party is bound by a legally binding obligation of confidentiality and restricted use at least as protective as this section. Avalara shall protect Sales Tax Data from unauthorized access and disclosure using a reasonable standard of care. Notwithstanding the foregoing, if applicable law or a judicial or administrative order requires Avalara to disclose any of the Sales Tax Data then, if legally permitted, Avalara shall promptly notify you in writing prior to making any such disclosure to facilitate your efforts to protect the Sales Tax Data. You retain all ownership rights in Sales Tax Data, including any Intellectual Property rights therein. Nothing in the Site Terms transfers or conveys to Avalara any ownership interest in or to the Sales Tax Data. You shall ensure that you have all necessary rights and permissions required by applicable law to use and permit the use of Sales Tax Data in accordance with the Site Terms.
14. **User Generated Content.**
 - a. **User Content.** By sharing, submitting or uploading any of your data, feedback, suggestion, comments, or ideas ("**User Content**") in any way, you grant Avalara a worldwide, non-exclusive, royalty-free, sub-licensable

and transferable license to use, reproduce, prepare derivative works of, display, and perform your User Content in any legal manner for our sole benefit, including in future modifications of the Sites, other products or services, and in advertising and marketing materials. You acknowledge and agree that you are solely responsible for all the User Content that you make available through Avalara. Accordingly, you represent and warrant that: (a) you have all rights, licenses, consents, and releases necessary to grant Avalara the required rights to disseminate any User Content, (b) neither your User Content nor your posting, uploading, publication, submission, or transmittal of this User Content or Avalara's use of your User Content will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

- b. **Indemnification for User Content.** You shall indemnify and defend Avalara and its Affiliates and their respective directors, officers, and employees against any liability, loss, settlement payment, interest, award, judgment, damages (including punitive damages), fines, fees, penalties, filing fees and court costs, witness fees, reasonable attorneys' and other professionals' fees, other reasonable investigation and defense costs, and any other fees, costs, expenses and charges incurred as a result of a third-party claim or action that (i) the User Content you submitted infringes the rights of a third party; (ii) results from your breach of its obligations under the Site Terms; or (iii) results from your violation of applicable laws. You shall not make any admission on Avalara's behalf or settle any claim unless the settlement unconditionally releases the Avalara of all liability. Avalara will reasonably assist you in all necessary respects in connection with the defense of the claim, at your expense. Avalara may participate in the defense of the claim at its sole cost and expense.

15. **Disclaimer of Warranties and Limitation of Liability.** THE SITES ARE MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, AVALARA DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. **AVALARA SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT ANY GOVERNMENTAL INFORMATION (INCLUDING INFORMATION REGARDING TAX RATES OR THE APPLICABILITY OF CERTAIN TAXES) ARE ACCURATE, CURRENT, OR APPLICABLE TO YOU OR YOUR BUSINESS.** AVALARA'S TOTAL LIABILITY ARISING OUT OF THE SITES, WHETHER ON BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIM OF NEGLIGENCE, OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE COST PAID BY YOU TO ACCESS THE SITES OR \$50, WHICHEVER IS LESS, AND AVALARA SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.
16. **Links to Third-Party Sites.** Certain links on the Sites may take you to third-party websites. Avalara provides these links only as a convenience to you and the use by Avalara of such links does not imply any warrant or endorsement of the third party, its products, services, or its site.
17. **Applicable Law, Jurisdiction, Venue.** The laws of the State of Washington will govern these Site Terms and your use of the Sites, without regard to any conflict of laws provisions that would result in the application of the laws of any other forum. In the event of any dispute relating to or arising out of the Sites or these Site Terms, both you and Avalara agree to personal jurisdiction in, and exclusive venue of, the state and federal courts located in King County, Washington.