TERMS OF SERVICE
For the Online Information and Services of
CCH Small Firm Services

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   b. To sublease, lease, sell, assign, transfer, distribute, rent, permit concurrent use of or grant other rights in the Deliverables and any material and documentation provided on the Web Sites to any third party; or
   
   c. To provide use of the Deliverables in a computer service business, network, time sharing, interactive cable television, multiple CPU or multiple or concurrent user arrangement to users who are not individually licensed by CCH SFS or otherwise exploit for any commercial purposes any portion of, the use of or access to the Deliverables or the materials or documentation provided on the Web Sites.

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7. **Web Site Misuse.** If you misuse any of the Web Sites and/or violate these Terms of Service in any way, CCH SFS has the right to suspend or terminate your account and to refuse any and all current or future use of the Deliverables and/or the Web Sites (or any portion thereof).

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10. **System Abuse.** You are prohibited from violating or attempting to violate the security of the Web Sites or abusing CCH SFS’ network resources, including, without limitation: accessing, or attempting to access, another individual's or entity's data or information without proper authorization regardless of the means by which this access is attempted or accomplished; giving another individual the means to access data or information they are not authorized to access; obtaining, possessing, using, or attempting to use passwords or other information about someone else's account; inspecting, modifying, distributing, or copying data, mail, messages, or software without proper authorization, or attempting to do so; tapping phone or data lines; accessing files by circumventing privacy or security restrictions; knowingly tampering with, obstructing, or impairing the availability of the network, or attempting to do so; using network resources without proper authorization; knowingly sending a crippling number of files around a network; introducing damaging, self-propagating, or otherwise harmful software into a machine or a network; hoarding computer or network resources in ways that interfere with the operation of the system. CCH SFS will vigorously pursue all potential violations of these rules, and will cooperate with law enforcement in prosecuting users who are found to have violated these security rules.
11. **Privacy and Security.** At CCH SFS, we make every effort to protect your privacy. For more information on how we protect the security and quality of your personal information, please see our Privacy Policy and Security Policy (available from the footer of our Web Sites).

12. **External Sites.** The Web Sites may include links to other web sites that are owned or operated by third parties ("External Sites"). CCH SFS does not have any control over or responsibility for the content, terms of use, practices or policies of the External Sites, and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from the External Sites. You further acknowledge and agree that CCH SFS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, products, services or other materials available on or through any External Sites. You should contact the site administrators and/or webmasters for the External Sites if you have any questions or concerns about these sites.

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17. **Use by Minors.** CCH SFS is committed to protecting the privacy of children. You should be aware that the Web Sites are not intended or designed to attract children under the age of 13. In addition, we do not collect personally identifiable information from any person that we actually know is a child under the age of 13.

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19. **Disputes.** You acknowledge that you have had the opportunity to be represented by independent counsel of your choice prior to agreeing to these Terms of Service. You agree that these Terms of Service shall be interpreted and enforced according to the laws of the State of Georgia, without any regard to conflicts of law rules, and shall be treated as if executed and performed in Floyd County, Georgia. All disputes surrounding the performance of these Terms of Service, the Web Sites, and/or Deliverables shall be instituted and prosecuted exclusively in Floyd County, Georgia, with you specifically consenting to extraterritorial service of process for that purpose.

20. **Severability.** The invalidity or unenforceability of any particular provision of these Terms of Service shall not affect any other provision hereof and these Terms of Service shall be construed in all respects as if such invalid or unenforceable provision were omitted. If it is determined that any provision of these Terms of Service is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforceable as so limited.

21. **Survival.** The obligations of the parties under these Terms of Service, which by their nature would continue beyond the termination, cancellation or expiration of these Terms of Service, shall survive termination, cancellation or expiration of these Terms of Service.

22. **General.** These Terms of Service constitute the entire agreement between you and CCH SFS and govern your use of the Deliverables and the Web Sites, superseding any prior agreements between you and CCH SFS, whether oral or in writing. Your use of the Web Sites is also subject to the Privacy Statement and the Security Statement (available from the footer of our Web Sites). In order to access the Web Sites and/or Deliverables, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to connect to the World Wide Web, including a computer and modem or other access devise. Your use of any particular CCH SFS software or service will be subject to its own user or license agreement, which shall govern such software or service. The failure of CCH SFS to exercise in any respect any right provided for herein shall not be deemed a waiver of such right or any further right hereunder. CCH SFS shall have the right to collect from you any expenses incurred including attorneys' fees in enforcing its rights under these Terms of Service.

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