

TERMS OF USE

The Puerto Rico Society for Certified Public Accountants (*Colegio de Contadores Públicos Autorizados de Puerto Rico* or “CCPAPR”) welcomes you to ColegioCPA.com (the “**Website**”). The Website is aimed at providing you with the best platform to get to know the services and opportunities that CCPAPR has to offer (the “**Services**”). The Services are provided by CCPAPR. This document contains the Terms of Use (“**Terms**”) for the Website and all subdomains thereof, and including without limitation any and all features, content and products and services thereof. Your use of the Website and Services is governed by these Terms regardless of how you access the Website or Services, including but not limited to, through the Internet, a mobile network or otherwise. As such, you should read these Terms very carefully, as they will determine how you can use the Website and Services, how CCPAPR is (and is not) liable to you, what responsibilities fall on you and which fall on CCPAPR, and other key terms and obligations.

By using the Website and Services, you hereby agree to these Terms. In other words, before you begin using the Website take a moment and carefully read through these Terms. If you have any questions, you may contact CCPAPR. If you do not agree with any particular provision or term, then STOP using the Website. We want you to feel comfortable using the Website, but CCPAPR can only do so when the both you and CCPAPR agree on the terms that will control the use of the Website and Services.

CCPAPR reserves the right to edit and change these Terms from time to time. When CCPAPR does so, CCPAPR shall upload updated Terms to the Website, which will become effective from the day they are published. If following the publishing of updated Terms, you continue to use the Website, then you will have accepted the new Terms. Thus, CCPAPR encourages you to visit this section of the Website frequently in order to learn about any changes to these Terms.

By “click accepting” these terms and conditions, or by accessing or using the Website or Services (including by completing a transaction), you affirm that you are of legal age to enter into this agreement and that you agree to be bound by the terms and conditions of this agreement.

I. General

This is a Website where users can access information concerning the practice of accountancy in Puerto Rico, the benefits of joining the CCPAPR, purchase merchandise and Continued Legal Education courses, as well as access to member profiles, where they may access their purchase history and documents.

The content provided through the Website and/or or in connection with the Services is designed to provide practical and useful information on the subject matter covered. While such content may concern legal issues, accounting issues or other issues related to professional services, such content is not legal advice, accounting advice or other professional services advice. You should not act or refrain from acting on the basis of any content included on this site or in connection with the services without seeking legal advice of counsel in the relevant jurisdiction, or the advice of a competent professional in the applicable subject matter. CCPAPR expressly disclaims all liability in respect of actions taken or not taken based on any content of this site or in connection with the

services. You acknowledge and agree that the content is not provided for the purpose of rendering legal, accounting or other professional services. If you believe you require legal advice or other expert assistance, you should seek the services of a competent professional.

Use of the site and/or services is not intended to constitute, and does not constitute, a solicitation for the formation of an attorney-client or accountant-client relationship. No attorney-client or accountant-client relationship is created through your use of the site or services. Moreover, neither receipt of information presented on the site or in connection with the services nor any email or other electronic communication sent through the site or in connection with the services will create an attorney-client or accountant-client relationship, and any such email or communication will not be treated as confidential.

To use the Services, you may create an account (“**Account**”) and become a member (“**Member**”). The Website is an interactive platform where Members will provide CCPAPR with certain personal information, which CCPAPR will use in accordance with CCPAPR’s Privacy Policy. It is very important that you read our Privacy Policy (which is a separate document) so that you understand how your data and activity within the Website is used, managed, and as appropriate, shared by CCPAPR.

II. Memberships

When you create your Account, you must use your full and legal name. You will also be required to submit certain personal information (including, but not limited to, an email address, phone number, and mailing address). Please refer to CCPAPR’s Privacy Policy for how CCPAPR manages and uses (or not) this information.

You are limited to creating one (1) Account on CCPAPR’s Website. If CCPAPR identifies that you have created a second Account parallel to your first Account, CCPAPR reserves the right to suspend both Accounts until further notice.

III. Services Provided

CCPAPR will provide the following Services, among others, through the Website:

- Provide Members and the general public with information regarding the CCPAPR as an institution and the benefits of becoming a Member.
- Provide Members and the general public with information regarding the profession of accountancy and relevant legislative and educational developments.
- Provide Members with the opportunity to register and pay for continuing legal education (“CLE”) courses and access materials related to the courses. While efforts are made to verify the information presented in the courses, CCPAPR does not guarantee the accuracy or completeness of the information. CCPAPR may own the rights to the materials related to the courses and they may not be reproduced or distributed in any manner without the prior written consent of CCPAPR. Members may gain credit in their respective professions depending on the CLE course. However, it is the responsibility of the Member taking the

course to comply with any regulatory requirements in order to receive credit for the CLE courses.

- Provide Members with the opportunity to purchase merchandise, pay membership fees, and make donations to the CCPAPR through an online store.
- Provide Members with access to a forum to have discussions related to the profession of accountancy and the CCPAPR.

IV. Uptime

CCPAPR will do its best to make sure you have the best experience possible when visiting the Website and using the Services. However, the Internet can experience delays, downtime, or interruptions from time to time. Therefore, you acknowledge that, although the Internet is often a secure environment, sometimes there are interruptions in the Services; or events that are beyond CCPAPR's control, and that CCPAPR shall not be responsible for any data lost while transmitting information on the Internet. While CCPAPR's objective is to make the Website accessible 24 hours per day, 7 days per week, the Website may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of CCPAPR's control, access to the Website may be interrupted, suspended or terminated from time to time.

CCPAPR shall have the sole right at any time to change or discontinue any aspect or feature of the Website, including, but not limited to, content, hours of availability and equipment needed for access or use. Further, CCPAPR may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

Because CCPAPR's Services and Website are merely a platform, in the event that you have a dispute with one or more Members, to the fullest extent permitted by applicable law you release CCPAPR (and our officers, directors, members, employees, agents and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

V. Intellectual Property

Depending on your country or jurisdiction, the content and media that you create and upload to the Website may be protected by intellectual property legislation. By agreeing to these Terms, you agree to give CCPAPR a perpetual (forever), non-exclusive, irrevocable, transferable, sub-licensable, worldwide license to reproduce, distribute, adapt, publicly display, publicly perform (as applicable), and/or modify in any way the content you submit to the Website (through a file upload, sharing, posting on the forum, or in any other way in which you make available your content on the Website). You will always retain ownership of your content, and CCPAPR will retain your permission to use your Member Content in order to otherwise improve your experience on the Website.

Likewise, the Website, both in its components and in its entirety (the “**Platform**”), its logos and trademarks (“**Trademarks**”), images, and content (“**CCPAPR Content**”), is protected by both applicable copyright and trademark legislation (as applicable). CCPAPR will grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and view any CCPAPR Content made available on or through the Platform and accessible to you, solely for your personal and non-commercial use. You will not remove, alter or obscure any copyright, Trademarks or other proprietary rights notices incorporated in or accompanying the Platform or CCPAPR Content. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Platform or CCPAPR Content, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by CCPAPR or its licensors, except for the licenses and rights expressly granted in these Terms.

Be aware that you are solely responsible for all the content that you make available on or through the Website. Any content you upload should be yours, or in the alternative, you must have permission from the author to use it. Merely finding an image through a web search does not give you any rights to use that image. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all the content that you make available on or through the Website or you have all rights, licenses, consents and releases that are necessary to grant to CCPAPR the rights in and to such content, as contemplated under these Terms; and (ii) neither the content nor your posting, uploading, publication, submission or transmittal of the content or CCPAPR’s use of the content (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Information contained in forums may be provided by employees of CCPAPR as well as by third-party visitors to the Website or Services. Please note that visitors to the Website or Services may post messages or make statements in the forums that are inaccurate, misleading or deceptive. CCPAPR and its directors, officers, employees, representatives, affiliates, licensors and service providers neither endorse nor are responsible for any opinion, advice, information or statements made in the forums by third parties. Without limitation, the CCPAPR is not responsible for any information or materials made available through the forums (including errors or omissions in forum postings or links or images embedded in forum postings) or results obtained by using any such information or materials. Under no circumstances will the CCPAPR be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed in the forums reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of CCPAPR.

In addition, the CCPAPR has no control over, and shall have no liability for, any damages resulting from the use (including republication) or misuse by any third party information voluntarily made public through a forum or any other part of the Website or Services. If you choose to make any of your personally identifiable or other information publicly available in a forum or otherwise on the Website or Services, you do so at your own risk.

In order for you to share the Website through hyperlinks, you are granted a limited, non-exclusive right to create a text hyperlink to the Website, provided such link does not portray CCPAPR or any of its Services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking Website does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use CCPAPR's Trademarks to link to the Services without the express written permission of CCPAPR. Further, you may not use, frame or utilize framing techniques to enclose any of CCPAPR's Trademarks, CCPAPR Content, other proprietary information, including the images found on the Services, the content of any text or the layout/design of any page or form contained on a page of the Services or Platform without CCPAPR's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or other proprietary right of CCPAPR or any third party.

If you believe that your content, or any content you may own, has been uploaded to the Website without your authorization, please notify CCPAPR immediately.

VI. Purchases

CCPAPR may make available products and services for purchase through the Website or Services, and we may use third-party suppliers and service providers to enable e-commerce functionality on our Website or Services. If you wish to purchase any product or service made available by us through the Website or Services, you may be asked to supply certain information relevant to your transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information. You represent and warrant that you have the legal right to use any credit card(s) utilized in connection with any transaction. By submitting such information, you grant to CCPAPR the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction.

VII. Prohibited Activity

In order to keep a healthy community in the Website, by accepting this Terms you hereby agree that you will not:

- copy, store, reproduce, and/or compile any statistic, information, content, and/or analytic provided by CCPAPR;
- breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, policies or standards (as they may be made public from time to time);
- copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Website in any way that is inconsistent with our Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;
- contact another Member for any purpose other than those related to the Services;

- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any abusive or disruptive behavior;
- violate or infringe anyone else's rights or otherwise cause harm to anyone;
- hack the Website or place any content on the Website that, in Our sole determination:
 - is or may be fraudulent, false, or misleading,
 - is or may be harassing,
 - is or may be illegal, abusive or threatening,
 - infringes on the copyrights and trademarks of others,
 - is or may be sexually explicit,
 - is or may be profane, obscene, or pornographic,
 - is or may be defamatory or libelous,
 - is or may be harmful to minors,
 - constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law,
 - is otherwise objectionable,
 - is not permitted by the Website under its normal operation, or
 - disables or otherwise blocks partial or full functionality of the Website to others and/or to CCPAPR.
- use the Website or your Account within the Website for any political advertisements that have not received prior approval by CCPAPR;
- upload any destructive programs, information, file, or software such as viruses and/or self-replicating code or take any other actions to harm the Website, other computers, nor any electronic equipment;
- send unsolicited e-mail messages, including junk mail and chain letters, to any other User of the Website or the Service;
- solicit passwords or other personal information from any other Members of the Website or the Services;
- post or transmit any message which discloses private or personal matters concerning any person;
- post or transmit any message, data, image or program in a fashion that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and Trademarks used in an infringing fashion;
- allow any other person other than yourself to use the Website through your Account;
- transmit, broadcast, retransmit, rebroadcast, distribute, redistribute, or make any commercial use of the Website and/or the Services. You may not copy, reproduce or prepare derivative works from, publicly perform, publicly display or distribute the Services or the Website in any manner not expressly authorized by CCPAPR;
- reverse engineer, decrypt, decompile, disassemble or otherwise attempt to discover the source code of the Website nor the related database designs and record layouts or otherwise

alter or interfere with the Website or the Services or attempt to do so or assist or encourage others in doing so; or

- submit through the Website or through the Services false or incorrect information to CCPAPR.

If you engage in any of the before mentioned prohibited activities, CCPAPR reserves the right to immediately terminate your Account.

VIII. Third-Party Content

In using our Services, Website and/or Platform, you may be exposed to content from other Members or third parties (“**Third-Party Content**”), either on the Services or through links to third-party websites. CCPAPR does not control, endorse or adopt any Third-Party Content and shall have no responsibility for Third-Party Content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. You must evaluate, and bear all risks associated with, Third-Party Content, including without limitation, profiles of other Members of the Services.

IX. Disclaimer of Warranties

If you use our Website and/or Services, you do so at your sole risk. The Website and Services are provided on an “as is” and “as available” basis. To the fullest extent permitted by applicable law, CCPAPR expressly disclaims, and you waive, all other warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement as to the Website and Services, including the information, content and materials contained therein.

CCPAPR does not represent or warrant that (a) the Website or Services will meet your requirements; (b) the Website or Services will be uninterrupted, timely, secure, or error-free; (c) any information that you may obtain through our Website or Services will be accurate or reliable; (d) the quality of any products, website, services, information or other material purchased or obtained by you through our Website and Services will meet your expectations; (e) any information you provide or we collect will not be disclosed to third parties; (f) any errors in any data or software will be corrected.

You are solely responsible for the outcome of any and all transactions or credential process arising directly or indirectly from the Website or through the Services. We are not, and will not be, liable to you for any claim, tort, loss, damage or harm resulting from any transaction or negotiation arising directly or indirectly from the Website or through the Services. By agreeing to these terms, you explicitly and unequivocally forever waive and relinquish any claim, suit, action, or any other legal equivalent action against us for any transaction or negotiation initiated on the Website.

If you access or transmit any content through the use of our Website or Services, you do so at your own discretion and your sole risk. You are solely responsible for any loss or damage arising out of such access or transmission; therefore, you should use industry-recognized software to detect and disinfect viruses from any download.

No data, information or advice obtained by you in oral or written form from CCPAPR or through or from our Website or Services provided will create any warranty not expressly stated in these terms.

X. Limitation of Liability

Subject to applicable law, in no event shall CCPAPR, or our directors, members, shareholders, officers, affiliates, employees or agents be liable for any special, indirect or consequential damages, including, but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, even if CCPAPR has been advised of the possibility of such damages, arising from or relating to: (a) the use or inability to use the Website and/or Services; (b) the cost of replacement of any goods, services or information purchased or obtained as a result of any information obtained from or transactions entered into through or from our Website or Services; (c) disclosure of, unauthorized access to or alteration of your content; (d) damages for loss or corruption of data or programs, service interruptions or procurement of substitute services, even if we know or have been advised of the possibility of such damages; (e) statements, conduct or omissions of any service providers or other third party on our Website or Services; (f) your or anyone else's conduct or acts in connection with the use of the Website or Services; (g) any other matter arising from, relating to or connected with our Website or Services or these terms; or (h) any damage, injury, or loss to or from any property, service(s), and/or goods made available on the Website or Services or any damage, injury, or death, cause by another Member to you.

CCPAPR shall not be liable for any failure or delay in performing under these Terms, whether or not such failure or delay is due to causes beyond CCPAPR's reasonable control such as, but not limited to, power, Internet or communication outages, power outages, fire, flood, earthquakes, tornadoes, hurricanes, wars, acts of god, force majeure, or the occurrence of any other unforeseen contingency or event beyond the control of CCPAPR.

In no event will CCPAPR's aggregate liability to you or any third party in any matter arising from or relating to the Website, the Services, or these Terms exceed the sum of one hundred U.S. dollars (\$100).

XI. Indemnity

You shall defend, indemnify and hold CCPAPR harmless (and each of our officers, directors, members, shareholders, employees, agents and affiliates) from any claim, demand, action, damage, loss, judgment, cost or expense, including without limitation reasonable attorneys' fees and costs, arising out of or relating to (a) your use of the Website and/or Services; (b) any content you provide; (c) your violation of these Terms; (d) your violation of any rights of another; and/or (e) your conduct in connection with the Website and/or Services. If you are obligated to indemnify CCPAPR, CCPAPR will have the right, in its sole and unfettered discretion, to control any action or proceeding and determine whether CCPAPR wishes to settle it, and if so, on what terms.

XII. Dispute Resolution

CCPAPR will always work with its Members to resolve any dispute or issue that may arise in the manner that is most constructive and efficient to all parties. However, if CCPAPR cannot resolve a dispute in a manner that is satisfactory to you, then you and CCPAPR agree to arbitrate any dispute arising from these Terms or relating to the Services, except that you and CCPAPR are not required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Subject to any rights you may have under applicable law, arbitration prevents you from suing in court or from having a jury trial. You and CCPAPR agree that you will notify each other of any dispute within thirty (30) days of when it arises, that you will attempt informal resolution prior to any demand for arbitration, that any arbitration will occur in San Juan, Puerto Rico (USA) and that arbitration will be conducted confidentially by a single arbitrator in accordance with the Rules of the American Arbitration Association. These Terms shall be exclusively construed and governed by the laws of the Commonwealth of Puerto Rico without regard to its conflict of law provisions or the laws of any other state or country or your actual state or country of residence. You and CCPAPR also agree that the state or federal courts in the Commonwealth of Puerto Rico have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Whether the dispute is heard in arbitration or in court, you and CCPAPR will not commence against the other a class action, class arbitration or other representative action or proceeding.

XIII. Contacting Us

CCPAPR's door is always open to hearing from you, our Members. You may contact CCPAPR at the addresses below:

Capital Center Bldg. I
239 Arterial Hostos, Suite 1401
San Juan, PR 00918-1400
(787) 622-0900

Or email us at cisec@colegiocpa.com.

You may also contact CCPAPR concerning any conduct of a fellow Member that you believe are not in line with these Terms.

XIV. Miscellaneous

You may not assign any of your rights or obligations under these Terms without prior written consent from CCPAPR. CCPAPR may assign any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.

These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings, between the parties regarding their subject matter.

CCPAPR's failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

These Terms will govern the relationship between CCPAPR and the users of the Website (Members and non-members), with the exception of any particular clause, obligation or condition that is legally inapplicable in your jurisdiction.

XV. Termination

You are free to close your Account at any time. Following thirty (30) days of your request to close your Account, CCPAPR will expunge all data concerning your Account and Membership, except that which is necessary to maintain for archival purposes. Closing your account has no effect on your membership to the CCPAPR, and only has an effect on the Account and Membership for purposes of this Website and the Services.

CCPAPR may also terminate your Account, at any time, for any breach by you of these Terms.