

# Privacy Policy

**Effective Date:** December 1, 2024

**BMSS, LLC**, including its subsidiaries, divisions, and affiliates (“BMSS,” “we,” “our,” or “us”), is committed to the privacy and security of your information. The purpose of this Privacy Policy (“Privacy Policy”) is to provide you with information about BMSS’s collection, use, disclosure, and retention of your information. It also describes the options you have concerning your information.

## ABOUT THIS PRIVACY POLICY

Except as otherwise provided, this Privacy Policy applies to our interactions with our clients, employees, applicants, business contacts, and visitors including but not limited to:

- Use of our websites and Client Portal
- Visits to our offices or attendance at one of our events
- Phone and email communications
- Social media interactions on our websites and other third-party websites like Facebook, YouTube, LinkedIn, Instagram, and X (formerly known as Twitter), including job-posting sites
- Viewing our online advertisements or emails
- Through our authorized service providers

## YOUR CONSENT

By using our website or otherwise submitting your information to us, you consent to our collection, use, disclosure, and retention of your information as described in this Privacy Policy and our Terms of Use. If you do not consent to the collection, use, disclosure, and retention of your information as described in this Privacy Policy or to the Terms of Use or other policies and procedures incorporated herein, please do not use our websites or provide us such information. This Privacy Policy does not apply to third-party websites accessible through our website or other applications.

## INFORMATION WE COLLECT

We generally collect personal information (“PI” or “personal information”) from the following sources: personal information you knowingly choose to disclose that is collected on an individual basis and/or website usage information collected on an aggregate basis as you and others browse our website. In some instances, we may also collect information about you from other sources such as social media, contact and business research databases, media outlets, industry associations, or prior employers.

### 1. PERSONAL INFORMATION PROVIDED DIRECTLY BY YOU

If you choose to inquire about or engage our services or inquire about and/or accept employment with us, you may need to provide certain personal information. Examples include:

- Name
- Mailing address
- Email address

- Home and/or business phone number
- Information about your education and employment history
- Bank account information (e.g., for bill payment or direct deposit)
- Online account credentials (e.g., username and password to your account with us)
- Demographic information (e.g., gender, race, age)
- Health or medical information (e.g., for accommodation or leave management)
- Information reflecting consumer's preferences, characteristics, and behaviors

If you choose to correspond with us via email, our client portal, or through third-party sites, we retain the content of your messages and/or submissions together with your email address and our responses in accordance with our document retention policy and our confidentiality obligations are governed by professional standards and in some cases, statutes and regulations.

## **2. OTHER INFORMATION WE MAY COLLECT**

In connection with your application for or employment with us, we may collect information about you from other sources such as service providers and past employers and other references. In connection with your use of our website and services, your visits to our facilities, or your other interactions with us, we may also collect information related to the services or products you have purchased previously, your geolocation, and/or audio, electronic, or visual information related to you such as in voicemails.

In some instances, we may collect information that qualifies as "sensitive personal information" or "sensitive personal data" under applicable law. Specifically, we may collect:

- Social security, driver's license, state identification card, or passport number;
- Log-in, financial account, debit card, or credit card number, in combination with any required security or access code, password, or credentials allowing access to an account;
- Precise geolocation;
- Racial or ethnic origin, citizenship or immigration status, religious or philosophical beliefs, or union membership;
- Content of mail, email, and text messages (unless we are the intended recipient of the communication);
- Health information; and
- Information from a known child.

*Children's Information.* Our website is designed and intended for adults. We do not knowingly collect or solicit PI from children under 13 years of age. We are concerned about the safety of children when they use the Internet and will never knowingly request PI from anyone under the age of 13. The forms on our website, however, are capable of collecting online information from children under the age of 13 who furnish it without prior parental consent and without our knowledge that the individual submitting it is under the age of 13. If the parent or guardian of a child under 13 believes that the child has provided us with any PI, the parent or guardian of that child should contact us and ask to have this PI deleted from our files. If we learn that we have obtained PI about a child under 13 in our files, we will delete that information from our existing files so that it is not in retrievable form. We urge parents to instruct their children to never give out their real names, addresses or phone numbers without their permission when online.

### 3. WEBSITE USE INFORMATION

We use cookies, pixels, session replay, and other web technologies such as those provided by Google Analytics to collect and store certain types of information when you use our websites. These technologies may uniquely identify and recognize your browser or device and transmit information back to our server or those of our service providers. These technologies may enable functions such as remembering your user preferences, improving the quality of your visit, recording the website pages you view, remembering the name or address you entered during a visit, or delivering ads that are targeted to your interests and browsing activity.

#### Types of Cookies

- **First- and Third-Party Cookies:** First-party cookies are generally placed on your computer or device by the website you are visiting. For example, we may use a first-party cookie to improve the security of our websites. Third-party cookies are placed on your computer or device by a source other than our websites in order to enable third-party features such as advertising, analytics, videos, or interactive content.
- **Essential or Strictly Necessary Cookies:** These cookies are necessary for our websites to function and cannot be switched off in our systems. They are usually set in response to actions taken by you which amount to a request for services, such as setting your privacy preferences, logging in, or filling in forms.
- **Performance and Functionality Cookies:** Although these are non-essential cookies, they help our websites perform and function as designed. For example, performance and functionality cookies may help our websites display videos, enable chat sessions, or remember your prior use.
- **Analytics Cookies:** These cookies track your usage of our websites. The information these cookies collect can be used for various purposes such as understanding how visitors use our websites, content customization, or advertising and marketing.
- **Advertising Cookies:** Advertising and marketing cookies perform functions such as helping customize your experience on our websites, personalizing ads based on your activities and interests, measuring the effectiveness of ads, and preventing ads from reappearing. Information from these cookies may be shared with third parties or third parties may place these cookies on your computer or device.

Our websites use essential, functional, and performance cookies to function and perform as designed; analytics cookies to understand how you use our websites, to improve their functionality, and for other related purposes; and advertising cookies to help us with our advertising and marketing activities including showing you relevant ads when you visit our websites. We and our third-party partners and service providers may collect and track information about your online activities over time and across different websites, applications, and devices.

### 4. INFORMATION SYSTEM USE INFORMATION

Along with the website use information described above, we may also collect information regarding your use of BMSS's information systems, including without limitation your browsing history, search history, and interactions with our computers, mobile devices, applications, and databases.

#### Why We Collect Your Information

In general, we use the information we collect for the following purposes:

- To Operate Our Websites: We may use your information to enable use of and administer our websites.
- To Provide Services: We may use your information to provide you with the services you request.
- For Internal Use: We may use your information to conduct our business, including, without limitation, to: review and improve client experience; provide customization to meet specific needs; assess trends, interests, and the demands of clients; carry out our obligations and enforce our rights, including those arising from any engagements entered into between you and us; or process your application for or manage your employment with us.
- To Communicate with You: We may use your information to communicate with you, including to send you messages about the availability of our websites, security, or other service, employment, or business transaction-related issues. We may also send you administrative or account-related information to keep you updated about your account and our websites.
- To Provide Client Support: We may use your information to provide client service and engage in quality control activities concerning our properties and services.
- To Enforce Compliance with Our Terms, Engagements and Agreements or Policies: When you access or use our websites, you are bound to our Terms of Use and this Privacy Policy. To ensure you comply with them, we process your information by actively monitoring, investigating, preventing, and mitigating any alleged or actual prohibited, illicit, or illegal activities on our website. We also process your information to investigate, prevent, or mitigate violations of our internal terms, agreements, or policies, and/or to enforce our agreements with third parties and business partners.
- To Ensure the Security of the Services: We may process your personal information as necessary or appropriate to protect the rights, property, security, and safety of BMSS, our employees and clients, our information systems, and the public. Keeping you safe requires us to process your personal information, such as your device information, activity information, and other relevant information. We use such information to, among other things, combat spam, malware, malicious activities or security risks; improve and enforce our security measures; and to monitor and verify your identity so that unauthorized users do not gain access to your information.
- To Maintain Legal and Regulatory Compliance: We are subject to certain laws and regulations which may require us to process your information. We may also use your information to respond to law enforcement requests, as required by applicable law, court order, or governmental regulations, and for other lawful processes or public safety purposes.
- To Engage in Marketing Activities: We may process your contact information, information about your interactions on our websites or other information systems, or information we collect from or about you from other sources, to send you marketing communications and keep you updated about our services and industry insights; provide you with information about our events or other materials; and deliver you targeted marketing.
- In Connection with Your Application for or Employment with Us: We may collect and process your information in connection with evaluating your application for employment, verifying your identity and work eligibility status, managing your work performance and compliance with

workplace policies and procedures, administering pay and benefits, and managing requests for accommodations or leaves of absence.

- **Transactions:** We may use your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

**DISCLOSURE OF YOUR INFORMATION**

We may disclose your information for the same reasons that we may use it as described in this Privacy Policy, which includes disclosing it to our affiliates and non-affiliated third parties, as we deem necessary to carry out those purposes. The following chart describes the categories of personal information we have collected or may collect about you and, for each category, identifies the categories of third parties to whom we may disclose that information and the purposes for which we may do so.

<b>Categories of Information</b>	<b>Disclosure Recipients and Purposes</b>
<u>Identifiers and Contact Information</u>	Third parties as directed by you. We may disclose your information to the third parties to whom you direct.
<u>Protected Classification Information</u>	Our business partners. For example, we might disclose your information to one of our business partners for the purposes of collaborating on providing services to you, or to invite you to an event we are organizing. Where applicable, we encourage you to review each such business partner’s privacy statement before signing on with them.
<u>Commercial Information</u>	Third parties that perform services on our behalf. For example, we may disclose information to certain service providers, including data analytics providers, marketing companies, tax filing processors, data transmission providers, professional service providers, information technology providers, debt collectors, payroll and benefits managers, and data storage companies. We might also authorize our service providers to collect personal information on our behalf. We use a third party to detect spam postings so postings may be routed through a third-party spam detection system.
<u>Education Information</u>	Governmental entities, legal service providers. We may disclose your information in order to

	comply with the law and in the course of providing our products and services. We may also disclose information if a government agency or investigatory body submits a request.
<u>Internet or Other Electronic Network Activity Information</u>	Successors to all or portions of our business. If all or part of our business is sold, we may disclose information in preparation for or as part of that transaction.
<u>Geolocation Data</u>	Our business partners. For example, we might disclose your information to one of our business partners for the purposes of collaborating on providing services to you, or to invite you to an event we are organizing. Where applicable, we encourage you to review each such business partner’s privacy statement before signing on with them.
<u>Audio, Electronic, Visual, Thermal, Olfactory, or Similar Information</u>	Third parties that perform services on our behalf. For example, we may disclose information to certain service providers, including data analytics providers, marketing companies, professional service providers, information technology providers, debt collectors, payroll and benefits managers, and data storage companies. We might also authorize our service providers to collect personal information on our behalf.
<u>Professional and Employment-Related Information</u>	Governmental entities, legal service providers. We may disclose your information in order to comply with the law and in the course of providing our products and services. We may also disclose information if a government agency or investigatory body submits a request.
<u>Sensitive Personal Information</u>	Successors to all or portions of our business. If all or part of our business is sold, we may disclose information in preparation for or as part of that transaction.
<u>Comments</u>	When visitors leave comments on the site we collect the data shown in the comments form,

	<p>and also the visitor’s IP address and browser user agent string to help with spam detection.</p> <p>An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <a href="https://automattic.com/privacy/">https://automattic.com/privacy/</a> After approval of your comment, your profile picture is visible to the public in the context of your comment.</p>
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**SOCIAL MEDIA NETWORKS**

Our website may use social media plugins (e.g., Facebook, X, and LinkedIn) to enable you to easily share information with others. When you visit our website, the operator of the social plugin can place a cookie on your computer, enabling that operator to recognize individuals who have previously visited our website. If you are logged into the social media website while browsing our website, the social plugins allow that social media website to share data about your activities on our website with other users of their social media website. For example, Facebook Social Plugins allow Facebook to show your likes and comments on our pages to your Facebook friends. Facebook Social Plugins also allow you to see your friends’ Facebook activity on our website. We do not control any of the content from the social media plugins. For more information about social plugins from other media websites you should refer to those sites’ privacy and data/information sharing statements/policies.

**DO NOT TRACK**

“Do Not Track” is a privacy preference that you can set in your Internet search browser that sends a signal to a website that you do not want the website operator to track certain browsing information about you. However, because our website is not configured to detect Do Not Track signals from a user’s computer, we are unable to respond to Do Not Track requests.

**SECURITY/PROTECTING YOUR INFORMATION**

We take appropriate precautions to protect information under our control from misuse, loss, or alteration. Our security measures include industry-standard physical, technical, and administrative measures to prevent unauthorized access to or disclosure of your information, to maintain data accuracy, to ensure the appropriate use of your information, and to otherwise safeguard that information. However, no system for safeguarding information is 100% secure and, although we have taken steps to protect your information from being intercepted, accessed, used, or disclosed by unauthorized persons, we cannot fully eliminate the possibility of such events occurring. Please recognize that protecting your information is also your responsibility. We ask you to be responsible for safeguarding the password, security questions and answers, and other authentication information you use to access our website or use our services.

**DATA RETENTION**

We reserve the right to retain your information for as long as necessary to fulfil the purposes for which we collected it, including for the purposes of satisfying any legal, accounting, or reporting requirements.

We may retain your information for longer if it is necessary to comply with our legal or reporting obligations, resolve disputes, enforce contracts or terms of engagements, address other legitimate business needs, or as permitted or required by applicable law. We may also retain your personal information in a deidentified or aggregated form so that it can no longer be associated with you. To determine the appropriate retention period for your personal information, we consider various factors, such as the amount, nature, and sensitivity of your information; the potential risk of unauthorized access, use or disclosure; the purposes for which we collect or process your personal information; and applicable legal requirements.

#### **EMAIL MARKETING AND OPT-OUT**

To the extent required by the United States' Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), or other similar domestic and international laws, all of the commercial emails sent to you by us will include an unsubscribe link. You can remove yourself at any time from our mailing list by clicking on the unsubscribe link. Please note that changes to your email marketing preferences may not be effective immediately.

#### **APPLICABLE LAW**

This Privacy Policy is governed by the laws of the State of Alabama, without regard to its conflict of laws principles. Jurisdiction for any claims arising under or out of this Privacy Policy shall lie exclusively with the state and federal courts within Alabama. If any provision of this Privacy Policy is found to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Privacy Policy, which shall remain in full force and effect.

#### **NOTICE TO SITE USERS LOCATED OUTSIDE THE U.S.**

BMSS operates in accordance with the laws of the United States. When you access our website from outside the United States, we may transfer the PI that we collect from you to a location outside of your jurisdiction, including the United States. The data protection laws in these jurisdictions may not provide you with the same protection as those of your jurisdiction. By using our website, you acknowledge that these laws may provide a different standard of protection, and you consent to the transfer of your personal data to other jurisdictions, including the U.S.

#### **CONTACT US**

If you have additional questions, you may call us at or reach us by email at [marketing@BMSS.com](mailto:marketing@BMSS.com). You can write to us at: BMSS, 1121 Riverchase Office Road Birmingham, Alabama 35244, Attn: Privacy.

#### **CHANGES TO THIS PRIVACY POLICY**

From time to time, we may change our privacy policies. We will notify you of any material changes to our Privacy policies by posting an updated copy on our website. Please check our website periodically for updates. You can determine if this Privacy Policy has been revised since your last visit by referring to the "Effective Date" at the top of this page. Your use of our website constitutes your acceptance of the



terms of this Privacy Policy as amended or revised by us, and you should therefore review this Privacy Policy regularly to ensure that you are aware of its terms.

## CALIFORNIA AND TEXAS RESIDENTS

This section applies only to California and Texas residents. It supplements and amends the information contained in the Privacy Policy with respect to such individuals. The other provisions of the Privacy Policy continue to apply except as modified in this section. **IF YOU DO NOT CONSENT TO THE COLLECTION, USE, AND DISCLOSURE OF YOUR INFORMATION AS DESCRIBED IN THIS SECTION, PLEASE DO NOT PROVIDE US WITH SUCH INFORMATION.**

### SHINE THE LIGHT [ONLY CALIFORNIA RESIDENTS]

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information by BMSS to third parties for the third parties' direct marketing purposes. Requests may be made once per calendar year. If applicable, this information would include the categories of information and the names and addresses of those businesses to which we disclosed such information for the immediately preceding calendar year (e.g., requests made in 2024 will receive information regarding 2023 disclosures). You may submit your request using the contact information in this Privacy Policy.

### ERASER LAW [ONLY CALIFORNIA RESIDENTS]

If you are a California resident under the age of 18 and a registered user of any site where this Privacy Policy is posted, California law permits you to request and obtain removal of content or information you have publicly posted. You may submit your request using the contact information in this Privacy Policy. Please be aware that such a request does not ensure complete or comprehensive removal of the content or information you have posted and that there may be circumstances in which the law does not require or allow removal even if requested.

## YOUR RIGHTS

You may have certain rights related to your personal information, subject to certain exceptions. Specifically:

**Right to Know:** You have the right to request that we disclose the following to you upon receipt of your verifiable consumer request:

- The categories of personal information we have collected about you
- The categories of sources from which we collected that information
- The business or commercial purposes for collecting, selling, or sharing that information
- The categories of personal information we sold or disclosed for a business purpose
- The categories of third parties to whom we sold or disclosed that information
- The specific pieces of personal information we collected about you

If you previously provided us with your personal information, and that information is available in a digital format, you may have the right to obtain a copy of the information in a portable and, to the extent technically feasible, readily usable format that allows you to transmit the information to another person without hindrance.

**Right to Delete:** You have the right to request that we delete your personal information from our records, subject to certain exceptions. Upon receipt of a verifiable consumer request, and as required by applicable law, we will delete and direct any service providers to delete your personal information. We are not required to comply with deletion requests if we, or our service providers or contractors, need the subject information in order to:

- Complete the transaction for which the personal information was collected, provide a good or service requested by you or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform an engagement between us and you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for that activity.
- Debug to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their right of free speech, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act pursuant to Chapter 3.6 (commencing with Section 1546) of Title 12 of Part 2 of the Penal Code.
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us and compatible with the context in which you provided the information to us.
- Comply with a legal obligation.
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

**Right to Correct.** You have the right, subject to certain limitations, to request that we correct any inaccurate personal information we maintain about you. Upon receipt of a verifiable consumer request, and as required by applicable law, we will take appropriate steps to respond to your request.

**Opt-Out of the “Sale” or “Sharing” of Personal Information or Use of Such Information for “Targeted Advertising” or “Profiling”:** We engage in common marketing and advertising practices to provide more relevant content and ads to users of our websites and services. Certain of these practices may involve the “selling” or “sharing” of personal information, as those terms are defined in the California Consumer Privacy Act, as amended (“CCPA”), or the use of such information for “targeted advertising” or “profiling,” as those terms are defined in the Texas Data Privacy and Security Act (“TDPSA”). We do not sell personal information under the more commonly understood meaning of that word – i.e., providing personal information to third parties in exchange for money. Nor do we have actual knowledge of selling or sharing personal information of minors under the age of 16. To opt-out of the selling or sharing of your personal information, or use of that information for targeted advertising or profiling, please submit your request via email or by calling us at 205.982.5500, or by email at [privacy@bmss.com](mailto:privacy@bmss.com). Note: We also treat Global Privacy Control browser signals as opt-out of sale/sharing requests and process these requests in a “frictionless manner” (as defined under the CCPA).

**Right to Consent to or Limit Use or Disclosure of Sensitive Personal Information:** You may have the right, subject to certain exceptions, to consent to or request limitations on the use and disclosure of your sensitive personal information, as that term is defined under applicable law. If you would like to make a request to limit, please do so via email, or by calling us toll-free at 205.982.5500, or by emailing us at [privacy@BMSS.com](mailto:privacy@BMSS.com). Upon receipt of a verifiable consumer request, and as required by applicable law, we will take appropriate steps to respond to your request. Additionally, where required by applicable law, we will process your sensitive personal information only with your consent.

***Right Against Discrimination:*** You have the right not to be discriminated against for exercising any of the rights described in this section. For example, we generally will not provide you with a different level or quality of goods or services if you exercise these rights.

## **SUBMITTING CONSUMER RIGHTS REQUESTS**

To submit a consumer rights request, please submit your request via email or by calling us at 205-982-5500 or by emailing us at [privacy@BMSS.com](mailto:privacy@BMSS.com)

*Verification:* We reserve the right to only respond to verifiable consumer requests. A verifiable consumer request is one made by:

- The consumer who is the subject of the request,
- A consumer on behalf of the consumer's minor child, or
- A natural person or business entity is authorized to act on behalf of a consumer.

To verify your identity, we may ask you to verify personal information we already have on file for you. If we cannot verify your identity from the information we have on file, we may request additional information from you, which we will only use to verify your identity, and for security or fraud-prevention purposes. Making a verifiable consumer request does not require you to create an account with us. Additionally, you will need to describe your request with sufficient detail to allow us to review, understand, assess, and respond.

*Authorized Agents:* You may authorize a natural person or business entity to act on your behalf with respect to your rights under this section. Unless you have provided the authorized agent with a qualifying power of attorney, you must provide your authorized agent written permission, signed by you, to act on your behalf and verify the authorized agent's identity with us. We reserve the right to deny requests from persons or businesses claiming to be authorized agents that do not submit sufficient proof of their authorization. We may not be able to respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

*Our Response:* You may have the right, subject to applicable law, to submit up to two (2) requests per year free of charge. We reserve the right to charge a fee to process or respond to your request if it is excessive, repetitive, or manifestly unfounded. If we determine that a request warrants a fee, we will attempt to notify you as to why we made that decision and provide a cost estimate before completing your request. We will endeavor to respond to a verifiable consumer request within forty-five (45) calendar days of receipt, but we may require an extension of up to forty-five (45) additional calendar days to respond and we will notify you of the need for the extension. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. In the event we deny your request, in whole or in part, we will explain the bases for that denial.

*Appeal of Our Response:* In the event you believe we have erroneously denied your request, in full or in part, you may, within 60 days of receipt of that denial, submit an appeal via email or by calling us at 205-982-5500 or by emailing us at [privacy@BMSS.com](mailto:privacy@BMSS.com). In your appeal submission, please explain why you believe our decision to deny your request was incorrect and please provide any additional information you believe we should consider in connection with your appeal. Within 60 days of receipt of your appeal, we will advise you in writing of any action we have taken, or refrained from taking, in response to your appeal, along with an explanation of why we have taken, or refrained from taking, such action.

## EUROPEAN ECONOMIC AREA and UK RESIDENTS

The following section applies solely to individuals located in the European Economic Area (“EEA”) or United Kingdom (“UK”). This “EEA Section” supplements and amends the information contained in the Privacy Policy. The other provisions of the Privacy Policy continue to apply except as modified by this EEA Section. Any terms defined within the EU or UK General Data Protection Regulations (“GDPR”) have the same meaning when utilized within this EEA section. BMSS is the data controller for purposes of processing personal data in accordance with this Privacy Policy, unless otherwise noted.

BMSS Advisors & CPAs  
1121 Riverchase Office Road  
Birmingham, AL 35244 USA

For questions regarding this Policy or your personal data, please contact [marketing@bms.com](mailto:marketing@bms.com).

***Links to Third Parties’ Websites and Third-Party Integrations:*** The Site may provide links to websites or resources outside of our website for your informational purposes only. It may also provide links to third party integrations. Third party integrations are websites or platforms that synchronize with our website to provide you with additional functionality, tools, or services such as maps, sending requested information, etc. You acknowledge and agree we are not responsible for the availability of third-party sites, resources, or integrations and do not endorse and are not responsible or liable for any content, advertising, goods, services or other materials on, available through, or provided by such sites, resources, or integrations. We are not responsible for the privacy or other practices of such sites or platforms and cannot guarantee the security of personal information that you provide to, or is collected by, such sites. We encourage you to review the privacy policies and terms and conditions on those linked sites.

***Embedded Content:*** The website contains embedded content (e.g., videos). Embedded content may place third party cookies on your device that track your online activity to enhance your experience or assess the success of their application. We have no direct control over the information these cookies collect, and you should refer to their website privacy policy for additional information.

***Collection of Personal Data:*** We collect the personal data described in 1-6 below. In general, you are not required to provide this personal data; however, if you choose not to provide certain requested information, you may be unable to access, or we may be unable to provide, certain services, products, information or content. We will note when the provision of your personal data is necessary to comply with a legal obligation that applies to us or you, or the provision of data is a contractual and/or engagement obligation. We will also advise you of the consequences if you choose not to provide your personal data.

We process the following personal data in reliance on the lawful bases and for the purposes set forth below. In general, we may process your personal data for one or more purposes and in reliance on one or more lawful bases such as your affirmative consent, our legitimate interests, to enter or perform an engagement for you, or to comply with legal obligations.

Where we rely on legitimate interests to process your personal data, you may object by contacting us at [marketing@bmss.com](mailto:marketing@bmss.com).

1. ***Client and prospective client personal data:*** This consists of identity and contact data; professional, employment, and education data; and information necessary to provide our services. The purposes for processing this information include exploring potential engagement; preparing to enter an agreement to provide requested services; providing professional services; enabling use of our website; complying with record-keeping and reporting obligations; for internal operational uses such as fraud prevention, billing, and security; for client development and outreach; investigating claims or allegations, establishing or defending legal claims; to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred. We process this data in reliance on the following lawful bases:
  - To enter or perform an engagement for professional services.
  - For our legitimate interests including data analytics and research; corporate governance, internal audits and reporting, record-keeping; marketing; communicating with you; fraud prevention and security; billing; investigating claims or allegations, establishing or defending legal claims; complying with legal obligations to which we are subject.
  - For compliance with legal obligations under member state national legislation.
  - Based on your affirmative consent.
  
2. ***Marketing and Advertising data:*** This information includes your preferences, characteristics, and behaviors; interactions with our website, social media, or advertisements; contact and demographic information; requests for information; and information related to your use of our professional services. The purposes for processing this information include developing marketing and advertising campaigns and programs; or sending communications related to our products and services; conducting market research and analytics; client development; record-keeping; for investigating claims or allegations, establishing or defending legal claims; to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred. We process this data in reliance on the following lawful bases:
  - For our legitimate interests in marketing to potential clients; analytics; research and development; record-keeping; corporate governance; and the purposes set forth above.
  - Based on your affirmative consent.
  
3. ***Usage and Technical data:*** This includes information related to your interaction with BMSS's information and communications systems, websites, advertisements, or social media including, without limitation, your browsing history, search history, geolocation, device identifiers, IP address. The purposes for processing this information include developing marketing and advertising campaigns and programs; or sending communications related to our products and services; conducting market research and analytics; client development; corporate governance; record-keeping; fraud prevention and security; ensuring compliance with our website terms; investigating claims or allegations, establishing or defending legal claims; to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or

similar proceeding, in which personal information held by us is among the assets transferred. We process this data in reliance on the following lawful bases:

- To enter or perform an engagement with you.
- For our legitimate interests in developing and conducting marketing campaigns; data analytics, research and development; record-keeping; fraud prevention and security; to ensure compliance with our website terms; investigating claims or allegations, establishing or defending legal claims and the purposes set forth above.
- Based on your affirmative consent.

4. **Financial information:** This includes data related to billing and payment for professional services; information necessary for providing the requested services (e.g., financial accounts, income, assets). The purposes for processing this information include providing requested services; marketing; corporate governance; record-keeping; fraud prevention and security; compliance with legal obligations; investigating claims or allegations, establishing or defending legal claims; to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred. We process this data in reliance on the following lawful bases:

- To enter or perform an engagement with you.
- For our legitimate interests in record-keeping; fraud prevention and security; investigating claims or allegations, establishing or defending legal claims; compliance with legal obligations.
- Based on your affirmative consent.

5. **Audio, electronic, visual, or similar information:** This includes information collected through CCTV, email, cameras, voicemail. The purpose(s) for processing this information include providing the services you requested; developing marketing and advertising campaigns and programs; serving you ads or sending communications related to our products and services; conducting market research and analytics; client development; record-keeping; fraud prevention and security; ensuring compliance with our website terms; corporate governance; investigating claims or allegations, establishing or defending legal claims; to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We process this data in reliance on the following lawful bases:

- To enter or perform an engagement with you.
- For our legitimate interests in record-keeping; fraud prevention and security; investigating claims or allegations, establishing or defending legal claims and the purposes set forth above.
- Based on your affirmative consent.

6. **Special category data:** This data relates to race, ethnicity, religious or philosophical beliefs, political opinions, trade union membership, health, sex life, or sexual orientation and genetic or biometric data. The purposes for processing this data include rendering professional services; complying with our legal obligations; record-keeping; investigating claims or allegations, establishing or defending legal claims. We process this data in reliance on the following lawful bases:

- Based on your explicit consent.
- For the establishment, exercise or defense of legal claims.
- To fulfill our or your rights and responsibilities in the area of employment, social security, and social protection law.

We will process your personal data for the purpose(s) for which we collect it and for further purposes only if we deem them compatible with that original purpose. Please note, we may process your personal data without your knowledge or consent when required or permitted by law.

## **SHARING YOUR PERSONAL DATA**

We share your personal data with the following categories of third parties as required or permitted by law and as necessary to achieve the processing purposes listed above.

- Within BMSS. We share your data with workforce members or contractors who have a need to know based on job role and responsibilities.
- Related entities and affiliates. For example, we may share your personal data with affiliates that offer services we think may be of interest to you such as life insurance or cyber security services.
- Business partners.
- Service providers, vendors, and contractors who provide us with services such as IT support; security; cloud storage; marketing, advertising, and analytics support.
- Regulatory authorities, public and judicial bodies, law enforcement and related third parties in connection with investigations, legal proceedings or court orders, legal reporting obligations or as necessary to protect the vital interests of you or others.
- Professional Advisors including lawyers, consultants, and auditors.
- Third parties in relation to evaluating or conducting a merger, acquisition, sale or transfer of our assets.
- Third parties as directed by you.

*Data Subject Rights:* Under the GDPR, you have certain rights, subject to limitations. These include the right to:

1. Obtain confirmation as to whether we are processing your personal data, receive access to the personal data and information about that processing, and obtain a copy of the personal data.
2. Request correction of incomplete or inaccurate personal data we hold about you.
3. Request a restriction on the processing of your personal data in certain limited circumstances.
4. Object to the processing of your personal data carried out in the public interest, based on our legitimate interests of those of a third party, or for purposes of direct marketing.
5. Request the erasure or deletion of your personal data.
6. Receive your personal data, which you provided to us, in a structured commonly used machine-readable format and to transmit that personal data to another data controller where processing is based on your consent, pursuant to performance of a contract and/or engagement, or where the processing is performed by automated means.
7. Not to be subject to a decision based solely on automated processing, including profiling, which produces a legal effect concerning you or similarly significantly affects you.
8. Lodge a complaint with the appropriate authority in your jurisdiction.

9. Withdraw your consent without affecting the lawfulness of processing based on consent before its withdrawal.

To exercise any of these rights, please contact us at [marketing@bmss.com](mailto:marketing@bmss.com).

*Transfers:* We may transfer your personal data out of the EEA or UK to third parties or companies affiliated with us for certain purposes listed above, including processing. When we transfer your personal data to a recipient in a third country, we endeavor to ensure it receives a similar degree of protection as provided by the data protection laws of your jurisdiction. For more information on the mechanism, we use to transfer your personal data, please contact us at [marketing@bmss.com](mailto:marketing@bmss.com).

*Contact Us:* If you have any questions regarding this EEA Section or your personal data, you may contact us at: [marketing@bmss.com](mailto:marketing@bmss.com).



## **TERMS OF USE**

**EFFECTIVE DATE DECEMBER 1, 2024**

### **GENERAL**

This website, [www.BMSS.com](http://www.BMSS.com) (the "Site") is owned and operated by BMSS, LLC ("BMSS," "we" or "us"). By using the Site, you agree to be bound by these Terms of Use and to use the Site in accordance with these Terms of Use, our Privacy Policy and any additional terms and conditions that may apply to specific sections of the Site or to products and services available through the Site or from BMSS. Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Use and our Privacy Policy.

This Site is offered and available to users who are 18 years of age or older. By using this Site, you represent and warrant that you are of legal age to form a binding agreement with BMSS with respect to use and meet all the foregoing eligibility requirements. If you do not meet all these requirements, do not access or use the Site.

We reserve the right to change these Terms of Use or to impose new conditions on your use of the Site, from time to time, in which case we will post the revised Terms of Use on this Site. The Effective Date of these Terms of Use shall be indicated in this document, so please ensure you check the terms from time to time. By continuing to use the Site after we post any such changes, you accept the Terms of Use, as modified.

### **INTELLECTUAL PROPERTY RIGHTS**

This Site, its features, functionality, and all the materials available on the Site (including but not limited to all information, images, video, and audio, as well as the design, selection and arrangement thereof) are the property of BMSS and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws.

The Site is provided solely for your personal noncommercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Use or by the owner of the materials, you may not modify, copy, reproduce, republish, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You must not access or use for any commercial purposes any part of the Site, including the materials available on the Site.

No right, title or interest in or to the Site or materials available on the Site is transferred to you, and BMSS, our affiliates or licensors reserve all intellectual property rights including those not expressly provided for in these Terms of Use.

BMSS and its associated logos, and all page headers, custom graphics, and other icons are service marks, trademarks, registered service marks, or registered trademarks of BMSS. All other product names and company logos mentioned on the website or in the information or content contained therein are trademarks of their respective owners. In addition to complying with all applicable laws, you agree that

you will not use any such trademarks, service marks, trade dress, or other logos from the Site without the prior written authorization of BMSS. You agree that you will not remove, alter or obscure any copyright, legal, or proprietary notices in or on any portions of the Site or the content contained therein.

### **UNSOLICITED IDEAS**

BMSS does not accept or consider unsolicited creative ideas, suggestions or materials. You agree that any creative ideas, suggestions or other materials you submit to us – whether or not solicited by us – are not being submitted in confidence or trust, and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation or consideration of any type. You further acknowledge that BMSS may already have such ideas in use, or in the planning stages for use.

### **DISCLAIMER OF WARRANTIES**

THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE SITE AND BY BMSS AND ANY THIRD-PARTY SITES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **SITE ACCESS RULES**

It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Use the Site to introduce any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic bombs or other material which is malicious or technologically harmful to the Site (or the servers, networks, and databases connected to the Site).

- Use the Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- Use the Site attempt to gain unauthorized access to, interfere with, damage, disrupt, or circumvent any security features of, any parts of the Site (or the servers, networks, and databases connected to the Site).
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Use or attempt to use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any material on the Site.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary rights, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

## **REGISTRATION AND PASSWORDS**

To access certain features of the Site, we may ask you to provide certain personal information, including your name, address, telephone number, email address and employment information. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us is governed by the terms of our Privacy Policy.

To use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and to ensure that you exit from your account at the end of each session. You

are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any suspected unauthorized use of your password or account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information, and you may be held liable for any damage or prejudice that might affect BMSS or third parties as a result of the incorrect use, loss or theft of your password or account.

#### **RELIANCE ON INFORMATION POSTED**

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of any of this information. Any reliance you place on such information is strictly at your own risk.

To the extent the Site may contain links to third party websites (including in advertisements that may appear when accessing the Site) or may reference or summarize any content or resources provided by third parties, such links, references or summaries are provided for your convenience only. We have no control over such content or resources provided by third parties, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third party websites linked to from this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such other websites.

#### **LIMITATION OF LIABILITY**

**UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING OUR ARTICLES, WHITE PAPERS, UPDATES, THIRD-PARTY MATERIALS OR SERVICES MADE AVAILABLE THROUGH THE SITE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW). YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT**

**THIS SITE IS CONTINUALLY UNDER DEVELOPMENT AND BMSS MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.**

#### **INDEMNITY**

You agree at all times to defend, indemnify and hold harmless BMSS, its affiliates, successors, transferees, assignors, assignees, licensors and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, members, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

## **TERMINATION**

We may cancel or terminate your right to use the Site or any part of the Site at any time without notice or liability. In the event of cancellation or termination, you are no longer authorized to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you with respect to use of the Site, your indemnity obligations, and the disclaimers and limitations of liabilities set forth in these Terms of Use, shall survive for a period of seven years from your last access of the Site before an action to enforce these rights is commenced.

## **CONFIDENTIALITY**

You agree not to disclose information you obtain from us or from our clients. All information submitted to us by another end-user is confidential and proprietary information of BMSS. You agree not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

## **APPLICABLE LAW**

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with these Terms of Use is hereby irrevocably submitted to the exclusive jurisdiction of the state or federal courts of the State of Alabama (or through arbitration as set forth below), applying Alabama law, regardless of principles of conflicts of laws. You agree to waive any jurisdictional, venue or inconvenient forum defenses for purposes of resolving disputes here under.

### **Limitation of Liability and Actions**

**Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. In no event shall BMSS be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if BMSS had been advised of their possible existence. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to any entity for which the terms of this paragraph shall be prohibited by law or regulation.**

## **MEDIATION**

Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of these Terms of Use, the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association in mediation session(s) in Jefferson County, Alabama. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to these Terms of Use. If, after the passage of ninety days from the date a party requests mediation, the matter has not been resolved through mediation this provision requiring mediation shall be deemed to have been satisfied. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the

mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.

#### **BINDING ARBITRATION**

All disputes not resolved by mediation (as described above) arising out of and/or related to these Terms of Use and our Privacy Policy will be resolved through binding arbitration. It is the intent of the parties that this mandatory arbitration provision be broadly construed and apply to all claims arising out of or relating to these Terms of Use and our Privacy Policy. **The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into voluntary binding arbitration.** The arbitration proceeding shall take place in Jefferson County, Alabama. The arbitration shall be governed by the provisions of the laws of Alabama (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Alabama shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes or if none then the Commercial Arbitration Rules of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents relating to these Terms of Use and/or our Privacy Policy and shall not include any exchange of e-mail and/or messaging or any requirement to produce or search for e-mail and/or messaging. For more arbitration information, visit [www.adr.org](http://www.adr.org) or, in the United States, call 800-778-7879. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the American Arbitration Association. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the American Arbitration Association's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the American Arbitration Association or, failing party selection, the panel members shall be appointed by the American Arbitration Association), and the third member of the panel will be selected by the American Arbitration Association will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the

earlier of: the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose. For the purposes of applying the statute of limitations or repose or these Terms of Use, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute. **IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.**

#### **NO CLASS ACTIONS**

PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ON AN INDIVIDUAL BASIS. Neither you nor BMSS will seek to have a dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration.

#### **LIMITATION ON TIME TO FILE CLAIMS**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **WAIVER AND SEVERABILITY**

No waiver by BMSS of any term or condition set out in these Terms of Use and/or our Privacy Policy shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by BMSS to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **ENTIRE AGREEMENT**

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between BMSS and users of the Site, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.