

Transylvania.tax User Agreement

Throughout this agreement the terms "us", "our", and "we" refer to Transylvania.tax and its operator(s) and owner(s). The terms "you", "your", and "user" refer to the person or entity accessing Transylvania.tax or using its services. If you do not agree to be bound by the terms and conditions of this agreement, you must not use or access our services.

You must read, agree with, and accept all of the terms and conditions contained in this agreement. This agreement may be amended at any time by Transylvania.tax and your continued use of services will be your consent to posted amendments. All amended terms shall be effective upon posting on our site. As you read this agreement, you must also access and read the information contained in the other pages and websites referred to in this document, or any amendment, or Transylvania.tax website as they may contain further terms and conditions that apply to you.

1. Eligibility. Our service is not available to minors, persons who are suspended from our service, or persons who are not lawfully permitted to use our services or cannot enter into legally binding contracts or who present an unacceptable level of credit risk.
2. Limitation of Liability. IN NO EVENT SHALL WE, OUR PARENT, SUBSIDIARIES, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE, OUR SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY, AND THE LIABILITY OF OUR PARENT, SUBSIDIARIES, EMPLOYEES AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES AND SHALL BE LIMITED STRICTLY TO THE SIX MONTHS PRECEDING THE CLAIM. In the event that you have a dispute with third parties or one or more of us, you release Transylvania.tax (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.
3. Indemnification. You agree to indemnify and hold Transylvania.tax, its parent, subsidiaries, affiliates, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party relating to your use of the service.
4. Privacy and Security. We view protection of users' privacy as a very important principle. We store and process your information on computers that are protected by physical as well as technological security devices. You should only log in to the official Transylvania.tax site.
5. We take many security measures for your and our protection, including but not limited to:
 - Two factor authentication (2FA) via Email
 - All passwords are stored as a uniquely salted hash, which is then AES encrypted.
 - All sensitive information such as first and last name, addresses, property names, etc., are stored under AES encryption.
 - TLS encryption between you and our servers to protect against eavesdroppers.
 - Account lockouts to prevent brute force password guessing.
 - Protection against cross-site scripting (XSS) and SQL Injection attacks.
6. Assignability. You may not transfer any rights or obligations you may have under this agreement without the prior written consent of Transylvania.tax. Transylvania.tax reserves the right to transfer this agreement or any right or obligation under this agreement without your consent.
7. Refunds. All payments are final once sent to the Transylvania County Finance Office. You agree there can be no refunds after this point. You also agree to not attempt to reverse or chargeback your payment for any reason.
8. Payments. You agree that by submitting payment you are e-signing the Transylvania County Occupancy Tax Return Form with the same legal force as if you had signed it by hand and that we are mailing it to the Transylvania County Finance Office along with your payment on your behalf as an authorized agent of your business.

9. Electronic Communications. You agree that this agreement constitutes "a writing signed by you" under any applicable law or regulation. To the fullest extent permitted by applicable law, this agreement, any amendments and any other agreements, notices or other communications regarding your account and/or your use of the service ("Communications"), may be provided to you electronically directly and indirectly or posting on Transylvania.tax site, secured and unsecured, and you agree to receive all Communications from Transylvania.tax in electronic form. Electronic Communications may be posted on the pages within the Transylvania.tax website and/or delivered to your e-mail address. You may print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than two (2) business days after posting or dissemination, whether or not you have received or retrieved the Communication. Transylvania.tax reserves the right but assumes no obligation to provide Communications in paper format. All Communication, where direct, shall be made to your e-mail account as posted on our records and be deemed received whether you open it or not.
10. Legal Disputes. In the event a dispute arises between you and Transylvania.tax, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and Transylvania.tax agree that any controversy or claim at law or equity that arises out of this agreement or Transylvania.tax' services ("Claims") shall be resolved in accordance with one of the subsections below, or as otherwise mutually agreed upon in writing by the parties. Before resorting to these alternatives, Transylvania.tax strongly encourages users first to contact Transylvania.tax directly to seek a resolution. Transylvania.tax will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation. Any dispute must be in excess of \$10,000 and all Claims thereunder are waived by the user without recourse.
 - a. Arbitration. For any Claim (excluding Claims for injunctive or other equitable relief) in excess of \$10,000, you or Transylvania.tax may elect to resolve the dispute through binding arbitration conducted by telephone, on-line, and/or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered and enforced exclusively by the laws and rules of North Carolina.
 - b. Court. Alternatively, any Claim may be adjudicated by a court of competent jurisdiction located exclusively in Transylvania County, North Carolina and all in accordance with North Carolina laws and rules. You and Transylvania.tax agree to submit to the exclusive personal jurisdiction of such courts located in North Carolina.
11. Applicable Law. This agreement is governed by and interpreted exclusively under the laws of North Carolina. If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this agreement and all incorporated agreements may be automatically assigned by Transylvania.tax, in our sole discretion, to a third party in the event of a merger or acquisition. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This agreement and the documents it incorporates set forth the entire understanding between us with respect to the subject matter hereof.