



Terms & Conditions

The following will apply to the agreement to provide service between David York's Tax Service, Inc. ("Company"), and the individual or business entity identified on the appointment scheduled, engagement letter, request for services via email or any Agreement's from the Company for said services ("Client"). These terms shall hereinafter be referred to as the "Agreement" between the two above mentioned parties.

These terms and conditions are to confirm our understanding of the terms and objectives of our engagement and to clarify the nature and extent of the services we will provide. In order to ensure an understanding of our mutual responsibilities, we ask all clients for whom we provide services to confirm the following arrangements.

We will perform the services outlined in your engagement. You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and you have disclosed to us all relevant facts affecting the returns. We will not verify the information you give us; however, we may ask for additional clarification of some information.

It is your responsibility to provide all the information required for the preparation of complete and accurate services. You are responsible for maintaining an adequate and efficient accounting system for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of the financial records. You should retain all the documents, canceled checks, and other data that form the basis of income and deductions. These may be necessary to prove the accuracy and completeness of the services. You have the final responsibility for services; therefore, you should review everything provided to you.

Our work in connection with the engagement does not include any procedures designed to discover defalcations or other irregularities, should any exist unless specifically engaged to do so. We will not audit or otherwise verify the data you submit unless specifically engaged to audit. Accordingly, our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, it may be necessary to ask you for clarification of some of the information you provide, and we will inform you of any material errors, fraud, or other illegal acts that come to our attention.

If we discover information that affects your prior-year, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-years. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue.

We will use professional judgment in resolving questions where the tax law or GAAP or other accounting basis is unclear, or when conflicts exist between the authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper income tax returns. Furthermore, you are responsible for all management decisions and performing all management functions, and for designating a competent individual who possesses suitable skill, knowledge, or experience to oversee the tax services we provide. In addition, you are responsible for evaluating the adequacy and results of the tax services performed and accepting responsibility for such services.



In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability of any loss or damage to any personal or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is our policy to retain engagement documentation for a period of three years, after which time we will commence the process of destroying the contents of our engagement files. Any original documents provided during the engagement will be returned to you promptly upon completion. The balance of our engagement file, other than a copy of your income tax return, which we will provide to you at the conclusion of the engagement, is our property and we will provide copies of such documents at our discretion along with compensation for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of the documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us for the time expended in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

These engagement terms and conditions are contractual in nature, and include all of the relevant terms that will govern the engagement for which it has been prepared. The terms supersede any prior oral or written representations or communications by or between the parties. Any material changes or additions to the terms set forth in the terms and conditions will only become effective if evidenced by a written amendment to these terms and conditions, signed by all parties.

Payments

The following terms and conditions apply to electronic and online delivery and presentation of your invoices by Company and the electronic and online methods you use to pay such invoices to Company. Payment Services are subject to these terms and conditions, and additional Company policies described below (collectively, this "Agreement"). In this Agreement, the terms "we" or "us" or "our" refer to Company, and the terms "you" or "your" refer to you, the Client. If you do not wish to be bound by this Agreement, you should not use or access our services. Company may modify this Agreement at any time without notice to you. Modifications will be deemed effective immediately upon posting of the modified Agreement at www.davidyorktaxservice.com or the designed link from our website. You should carefully read this Agreement, including the required use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and the limitations on the remedies available to you in the event of a dispute, as fully described in the "Dispute Resolution" section of this Agreement.

Payments and Fees: Client acknowledges that the Company is under no obligation to provide services under the terms of this Agreement until all stated charges have been paid-in-full, and Company has been able to adequately verify the validity of said payment. Recurring payments will become due and payable on the first day of the month following the completion of the first invoice



term, and will continue as such for all subsequent invoices. All services that the Company offers are considered to be provided on a strictly prepaid basis.

If you provide Company your credit card information, you authorize company to automatically charge your provided credit card for all charges on your account, and Company will automatically charge your credit card for all such charges on the applicable billing due date shown on your billing statement. No chargebacks are available or permitted.

We may charge you an insufficient fund fee, up to the maximum rate allowed by law, if your payment is dishonored. In addition to our right to assess late payment fees, interest, and any other costs arising from our expenses to recover amounts you owe us if your payment is not made by the due date on your invoice, we may cancel service & tax returns & payroll filings may not be filed. You will be informed of such action if required by law. If you have any questions about your invoice or dispute a charge, please contact us. Except as otherwise provided by applicable law, you must notify Company of any disputes concerning any charges within 30 days after the date of your invoice or credit card charge. You accept all charges not disputed within 30 days. To dispute a charge on your invoice, you must follow the dispute procedures described in the "Dispute Resolution" section of this Agreement.

Invoice Charges: All applicable and associated charges, the method by which we assess such charges to you, and your obligation to pay all such charges are described in the applicable terms and conditions for your services. All invoices are due at the time of services rendered, and all payments must be made in U.S. currency. If we use a collection agency or initiate any legal action to recover amounts due, you agree to reimburse us for all expenses we incur to recover such amount or pay all such costs and expenses associated with such collections efforts, including attorneys' fees, our standard billing rate of \$350 hourly and interest. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. In addition to our right to assess late payment fees, interest, and any other costs arising from our expenses to recover amounts you owe us if your payment is not made by the due date on your invoice, we may begin procedures to cancel all services. You will be informed of such action if required by law.

Service Rates: Client acknowledges that they have been made adequately aware of the initial rates and fees associated with services being rendered by the Company and have received a complete description of services to be rendered. Client also acknowledges that the Company reserves the right to change the specified rates and charges from time to time. Any rate change pertaining to tax preparation will be noted on our website scheduling page.

Our fees for services are based upon the amount of time required at standard billing rates, complexity of services, plus out-of-pocket expenses. All invoices are due and payable upon presentation. A 1-1/2% monthly interest charge (18% per annum) will be added to the balances unpaid after invoice date.

Dispute Resolution Policy: Dispute Process-Most concerns can be resolved quickly and to your satisfaction by contacting Company. If Company is unable to resolve a complaint you may have to your satisfaction or if Company has not been able to resolve a dispute it has with you after attempting to do so informally, then we each agree to resolve those disputes through binding arbitration or small claims court, instead of in courts of general jurisdiction.



Refund Policy: All services rendered by Company are provided on a non-refundable basis. This includes, but it not limited to, setup fees, monthly fees, professional services fees, and tax preparation fees. Customer agrees not to charge back any credit card payments for services rendered. In the event that a customer files a charge back or other payment dispute, they will be considered to be in violation of this agreement and may be subject to collection action & fees associated with responding to charge backs at a rate of \$350 hourly.

If there are any issues you do not, please contact us in writing.

We want to express our appreciation for this opportunity to work with you. If you have any questions or need any additional information, please do not hesitate to call.

I have read & understood the terms above

Initials

I certify that I agree to the Terms & Conditions

Signature

Print Name