

MY CLEVER CPA LLC — TERMS OF SERVICE

Revised as of: December 17, 2025

Welcome to My Clever CPA LLC (“My Clever CPA LLC,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern access and use of our website, mobile applications, and professional accounting, tax, payroll, advisory, **estate & trust**, and **non-profit** services (collectively, the “Services”).

By using our Services, you agree to these Terms and to our Privacy Policy, which is incorporated by reference.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OUR SERVICES.

1. NOTICE, CANCELLATIONS, REFUNDS, ACCEPTANCE OF TERMS & BILLING ERRORS

a. Notice

This Agreement governs your use of the Site, Applications, and Services.
Use of the Services constitutes acceptance of all Terms.

b. Cancellations

Cancellations must be submitted **in writing** to billing@myclevercpa.com.

- Subscription and recurring services renew automatically unless cancelled.
- Any service already performed cannot be refunded.
- Specialty filings (e.g., entity classification elections, fiduciary returns) may be non-refundable.

c. Refunds / Prepaid Services / Payment

- Valid payment method required.
- If payment details are invalid, we may suspend or terminate Services.
- Prepaid services usually expire **after 1 year** unless otherwise stated.

Fee changes apply prospectively after notice.

d. Third-Party Agreements

Third-party products integrated with our Services may require you to accept their terms.
My Clever CPA LLC is not responsible for third-party failures or defects.

e. Billing Errors

Contact **billing@myclevercpa.com** to dispute charges before contacting your bank.

2. ELIGIBILITY

You must have the legal capacity to enter into contracts.

Businesses must be formed and operating in the **United States**.

Non-U.S. service delivery is not supported.

3. SCOPE OF SERVICES

(Expanded per your request to include Estate/Trust and Non-Profit Services)

My Clever CPA LLC provides the following services:

A. Tax & Compliance Services

- Individual Income Tax Preparation (Form 1040 and schedules)
- Business Tax Preparation (Forms 1065, 1120, 1120S, 1120-H)
- State/local tax filings
- Sales tax filings
- Payroll tax filings
- IRS/State representation (audit letters, notices, POA)

B. Accounting & Advisory

- Bookkeeping and accounting
- Payroll setup and ongoing payroll services
- Business advisory and tax planning
- CFO-level consulting (where available)

C. Entity Formation & Compliance

- LLC formation
- Corporation formation
- EIN applications

- S-Corp elections (Form 2553)
 - Annual reports and state compliance (where provided)
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D. Estate & Trust Accounting and Tax Services *(Newly added)*

We provide:

- Fiduciary accounting (estate & trust accounting)
- Form 1041 preparation
- Estate tax return preparation (Form 706)
- Trust distribution statements
- Guidance on tax handling of estates and trusts

We do NOT serve as a fiduciary, trustee, executor, or personal representative unless separately contracted in writing.

E. Non-Profit / Not-for-Profit Accounting and Tax Services *(Newly added)*

We provide:

- Form 990, 990-EZ, 990-N filings
- Non-profit bookkeeping
- Restricted/unrestricted fund accounting
- State charitable registration filings
- Grant compliance support

We do NOT provide legal services related to IRS 501(c) formation or non-profit governance.

F. Limitations of Scope

Unless expressly stated, Services do **not** include:

- Legal services
- Investment advice

- Audit, review, or examination services
- Financial planning
- Trustee or fiduciary responsibilities
- Representation in litigation
- IRS correspondence not included in your plan

Additional services require a separate written engagement.

4. COOPERATION AND CLIENT RESPONSIBILITIES

You agree to:

- Provide **complete and accurate** records
- Respond promptly to requests for documents
- Review all drafts before filing
- Retain all original source documents
- Verify the accuracy of imported financial data
- Provide required signatures in a timely manner

We rely on information you provide and do not independently verify accuracy unless separately engaged to do so.

5. NO UNLAWFUL OR PROHIBITED USE; USER CONDUCT

You may not:

- Use the Site or Services for unlawful purposes
- Reverse engineer or attempt to derive source code
- Disable or bypass security mechanisms
- Sell, lease, or sublicense access to the Site or Applications
- Interfere with Service integrity, security, or availability
- Upload malicious code (virus, worm, etc.)
- Engage in fraudulent, misleading, or harmful behavior

My Clever CPA LLC reserves all rights to pursue civil or criminal remedies for violations.

6. LICENSE

We grant you a limited, revocable, non-transferable, non-exclusive license to access our Site and Applications solely to use our Services.

You may **not**:

- Copy, modify, reproduce, or republish content
- Create derivative works
- Use content for commercial redistribution without written permission

All rights not expressly granted are reserved.

7. INTELLECTUAL PROPERTY

All content on the Site and within our Applications—including text, graphics, software, accounting tools, reports, branding, trademarks, and data compilations—is owned by or licensed to My Clever CPA LLC.

Nothing grants you:

- Ownership
- License to use trademarks
- Rights in proprietary algorithms, templates, or processes

Unauthorized use may violate copyright, trademark, and other laws.

8. MODIFICATIONS TO SITE, APPLICATIONS, OR SERVICES

We may update, modify, suspend, or discontinue any aspect of the Site, Applications, or Services at any time.

We are not liable for:

- Service interruptions
- Maintenance downtime
- Feature removal

- Changes in availability

9. USER OBLIGATIONS; RIGHT TO REFUSE SERVICE

You agree that:

- All information provided is accurate and complete
- You will respond promptly to requests for documentation
- You will review all filings before submission
- You are responsible for securing your login credentials
- You will comply with all deadlines, including tax deadlines

We may refuse or terminate Services if:

- Information is incomplete or false
- Cooperation is not provided
- Abuse, harassment, or misconduct occurs
- Payment is not received

We are not responsible for:

- Loss of documents
- Data you fail to provide
- Deadlines missed due to your delay

You are strongly encouraged to maintain backups of all financial records.

10. CLIENT ACCOUNT; PASSWORD & SECURITY

If you create an online account, you are responsible for:

- Keeping your username and password secure
- Logging out after each session
- Notifying us immediately of unauthorized access

We are **not liable** for unauthorized use resulting from your failure to safeguard login credentials.

11. TRANSACTIONS WITH THIRD PARTIES

Any interaction between you and third-party vendors, service providers, advertisers, or partners—whether accessed through our Site or Applications—is solely between **you and that third party**.

We are **not liable** for:

- The quality or performance of third-party products or services
- Any damages arising from your interactions with third parties
- The accuracy or reliability of third-party information

You agree to hold My Clever CPA LLC harmless for disputes arising from third-party dealings.

12. THIRD-PARTY LINKS

Our Site or Applications may contain links to third-party websites or resources.
My Clever CPA LLC does not:

- Endorse third-party websites
- Control their content, privacy practices, or security
- Guarantee availability or accuracy

You should review the terms and privacy policies of any third-party websites you visit.

We may remove links at any time without notice.

13. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

A. Services Are Provided “As Is”

We make no warranties regarding:

- Accuracy
- Completeness
- Availability

- Reliability
- Error-free operation

B. No Guarantee of Tax Outcomes

We do not guarantee:

- Refund amounts
- Acceptance of filings by tax authorities
- Audit results
- Eligibility for credits or deductions

C. IRS CIRCULAR 230 DISCLOSURE

Nothing in our communications may be used to avoid tax penalties.

D. No Legal or Investment Advice

We do **not** provide:

- Legal representation
- Legal opinions
- Investment recommendations
- Fiduciary services (unless separately contracted)

For legal matters—including estate administration, trust creation, IRS disputes, or nonprofit governance—you must consult an attorney.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

A. Indirect Damages Excluded

We are not liable for any:

- Lost profits
- Lost opportunities
- Emotional distress

- Reputational harm
- Consequential or punitive damages

B. Maximum Liability Cap

If we are found liable, the maximum damages recoverable are limited to:

The total amount you paid for the specific service giving rise to the claim.

Some jurisdictions do not allow certain limitations; where prohibited, limitations apply only to the extent permitted.

15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless:

- My Clever CPA LLC
- Our employees, officers, contractors, successors, and agents

From any claims, losses, or damages arising from:

- Your use of the Site or Services
- Your violation of these Terms
- Your violation of laws or regulations
- Your submission of incorrect, incomplete, or fraudulent data
- Third-party claims related to your financial or tax matters

This obligation survives termination of your relationship with us.

16. CONSENT TO TELEPHONE CALLS AND SMS MESSAGES

By providing your telephone number(s) to My Clever CPA LLC, you consent to receive:

- Automated calls
- Automated text messages (SMS)
- Pre-recorded or artificial-voice messages
- Non-automated calls regarding your Services

These communications may include:

- Appointment reminders
- Account notifications
- Requests for documentation
- Service updates
- Billing or payment reminders
- Marketing messages (if opted in)

Your Responsibilities

You must:

- Provide accurate phone numbers
- Notify us of number changes
- Understand that carrier charges may apply

Opt-Out

You may opt out of:

- Automated SMS messages
- Automated calls
- Marketing communications

By emailing support@myclevercpa.com or replying “**STOP**” to a text.

We may still contact you for:

- Legal notices
- Billing issues
- Service-related matters

17. ARBITRATION & CLASS ACTION WAIVER

To the fullest extent permitted by law:

A. Mandatory Binding Arbitration

Any dispute between you and My Clever CPA LLC will be resolved by **binding arbitration** under the rules of the American Arbitration Association (AAA).

B. No Jury Trial

You waive the right to a court trial.

C. No Class Actions

You waive participation in:

- Class actions
- Class arbitrations
- Collective actions

D. Venue

Unless prohibited by law, arbitration shall occur in:

📍 **Suffolk County, New York**

E. Governing Law

These Terms are governed by:

📍 **The laws of the State of New York (without regard to conflict-of-law rules).**

This Agreement survives termination of your relationship with us.

18. DATA PRIVACY, CONSUMER RIGHTS, AND NY STATE / SUFFOLK COUNTY DISCLOSURES

(Added per your request and as required by law)

Under Federal law, New York State law, and local requirements, you are entitled to specific data rights.

A. Your Right to Know (Data Access)

You may request:

1. Categories of personal information collected
2. Specific pieces of personal information collected
3. Categories of sources of information
4. Business purposes for data collection

5. Categories of third parties with whom data is shared
6. Retention periods
7. Categories of sensitive data collected

B. Right to Correct Information

You may request corrections of inaccurate personal data.

C. Right to Request Deletion

You may request deletion of your personal information.

However, tax records and financial data that My Clever CPA LLC is legally required to retain cannot be deleted.

D. Right to Opt Out of Data Sharing

You may opt out of:

- Data sharing for marketing
- Certain analytics
- Non-essential third-party integrations

E. Sensitive Data Disclosure

We collect sensitive information **only** as necessary to perform:

- Tax preparation
- Accounting
- Estate & trust reporting
- Non-profit filings

F. Retention Policy

We retain financial information as required by:

- IRS Circular 230
- Federal recordkeeping regulations
- New York State accounting standards

G. Data Request Form (Included by Your Selection — Option A)

You may submit:

- Access requests
- Correction requests
- Deletion requests
- Opt-out requests

By emailing: **support@myclevercpa.com**

or submitting the Data Request Form in your client portal (where available).

We will respond within **45 days** as required by law.

19. INTERNATIONAL TRANSFERS

We store and process all information **in the United States**.

We do not transfer customer data internationally except as legally required for IRS, Treasury, or state tax authorities.

20. MISCELLANEOUS

a. Entire Agreement

These Terms and our Privacy Policy form the entire agreement.

b. Modifications

We may update these Terms at any time by posting revised Terms on the Site.

c. Severability

If one provision is invalid, the remainder remains enforceable.

d. Assignment

We may assign these Terms; you may not without written permission.

CONTACT INFORMATION

 **support@myclevercpa.com**

 www.myCleverCPA.com

