#### **Company Policies:**

#### 1. Subscription Plans and Billing:

- a. We offer various subscription plans to cater to the diverse needs of our members.
- b. Subscription fees are billed monthly and must be paid in advance.
- c. Members can upgrade or downgrade their subscription plan at any time. Changes will be reflected in the next billing cycle.
- d. All payments are processed securely through our authorized payment gateway.

#### 2. Cancellation and Refunds:

- a. Members can cancel their subscription at any time, with no cancellation fees.
- b. Refunds are provided only in accordance with our refund policy, as outlined in our terms and conditions.

#### 3. Confidentiality:

- a. We take the utmost care to protect the confidentiality of our members' financial information.
- b. Our staff members sign non-disclosure agreements and are trained in data security protocols.
- c. Member data is stored securely, and access is restricted to authorized personnel only.

#### 4. Data Security:

- a. We use industry-standard encryption and security measures to safeguard member data.
- b. . Regular backups are performed to prevent data loss.

#### 5. Communication and Support:

- a. Members can reach out to our support team via email, phone, or text during business hours.
- b. We aim to respond to all member inquiries within 24 hours.

#### 6. Service Level Agreement (SLA):

- a. We maintain a service level agreement to ensure that our members receive consistent and high-quality bookkeeping services.
- b. The SLA outlines response times, reporting intervals, and the scope of our services.

#### 7. Access to Financial Reports:

- a. Members have access to their financial reports and records through our secure online portal.
- b. Monthly financial statements and customized reports are provided as part of the subscription service.

#### 8. Data Ownership:

- a. All financial data and records generated or uploaded by the member remain the property of the member.
- b. We do not use member data for any purposes other than providing bookkeeping services.

#### 9. Compliance and Regulatory Requirements:

- a. We adhere to all applicable accounting standards and regulatory requirements.
- b. Members are responsible for ensuring that their financial activities are compliant with relevant tax and regulatory laws.

#### 10. Termination of Services:

- a. Either party can terminate the subscription with written notice.
- b. Upon termination, the members will receive their financial data in a suitable format as per their request.

#### 11. Feedback and Continuous Improvement:

- a. We encourage members to provide feedback on our services.
- b. Member feedback is valuable for our continuous improvement efforts.

#### 12. Dispute Resolution:

a. In the event of a dispute, we will work with members in good faith to resolve the issue through negotiation or mediation.

These policies are designed to ensure transparency, reliability, and security in our virtual bookkeeping services, promoting a strong and trustworthy relationship between our company and our valued members.

#### Terms and Conditions:

These Terms and Conditions ("Terms") govern the use of the online virtual bookkeeping services provided by Kuxtal Accounting (referred to as "Company," "we," "our," or "us") and the relationship between the Company and its members (referred to as "members," "you," or "your"). By using our services, you agree to be bound by these Terms.

#### 1. Services and Subscription Plans:

a. The Company offers virtual bookkeeping services on a subscription basis. Members may choose from various subscription plans based on their business needs.

#### 2. Billing and Payment:

- a. Subscription fees are billed monthly in advance.
- b. All fees and charges are non-refundable unless otherwise stated in the refund policy.
- c. Members are responsible for providing accurate billing information and maintaining up-to-date payment methods.

#### 3. Cancellation and Termination:

- a. Members may cancel their subscription at any time. Cancellation requests must be submitted in writing.
- b. Upon cancellation, you will be responsible for any outstanding fees and charges.
- c. The Company reserves the right to terminate services in cases of non-payment or violation of these Terms.

#### 4. Data Security and Privacy:

- a. The Company will take reasonable measures to protect the confidentiality and security of member data.
- b. We will not disclose your financial information to third parties without your consent, except as required by law or in accordance with our Privacy Policy.

#### 5. Use of Services:

- a. Members must use the services in compliance with all applicable laws and regulations.
- b. You are responsible for ensuring that your financial activities are in accordance with relevant tax and regulatory requirements.

#### 6. Access and Support:

a. Members will have access to their financial data through our secure online portal.

b. Support and communication with our team are provided during business hours.

#### 7. Intellectual Property:

- a. All content and materials provided by the Company remain the property of the Company.
- b. Members may not reproduce, distribute, or use our content for commercial purposes without written consent.

#### 8. Limitation of Liability:

a. The Company is not liable for any direct, indirect, incidental, or consequential damages arising from the use of our services.

#### 9. Dispute Resolution:

- a. In the event of a dispute, the parties agree to engage in good-faith negotiations to resolve the issue.
- b. If a resolution cannot be reached, the dispute may be subject to mediation or arbitration in accordance with applicable laws.

#### 10. Modification of Terms:

- a. The Company reserves the right to modify these Terms at any time.
- b. Notice of modifications will be provided to members via email or on our website.

#### 11. Termination of Services:

a. The Company may terminate services for any reason by providing notice to the member.

# 12. Governing Law:

- a. These Terms are governed by the laws of Cobb County.
- b. Any legal action related to these Terms must be filed in Cobb County.

By using our services, you acknowledge that you have read, understood, and agree to these Terms and Conditions. If you do not agree with these Terms, you should not use our services. If you have any questions or concerns, please contact us for clarification before using our services.

#### <u>Terms and Conditions - Non-Representation in IRS Audits:</u>

Kuxtal Accounting (referred to as "Company," "we," "our," or "us") provides online virtual bookkeeping services. By using our services, you agree to the following Terms and Conditions, including the specific provision that we will not act as a representative in the case a member gets audited by the Internal Revenue Service (IRS):

#### 1. Services Offered:

a. The Company offers virtual bookkeeping services, as outlined in our standard services.

#### 2. Non-Representation in IRS Audits:

- a. The Company does not provide representation or serve as a representative for members in the event of an IRS audit.
- b. In the case of an IRS audit or any legal inquiries related to your financial matters, it is your responsibility to address these matters independently or seek assistance from a qualified tax professional or legal representative.

#### 3. Compliance with Tax Regulations:

- a. The Company is not responsible for ensuring your compliance with tax regulations, including but not limited to federal, state, and local tax laws.
- b. It is your responsibility to maintain accurate and compliant financial records and to meet your tax obligations.

#### 4. Limitation of Liability:

a. The Company is not liable for any claims, losses, or damages arising from IRS audits, tax-related disputes, or legal matters related to your financial affairs.

#### 5. Legal and Tax Advice:

a. We recommend that you seek independent legal or tax advice in case you are audited by the IRS or encounter any legal issues related to your financial matters.

#### 6. Modification of Terms:

- a. The Company reserves the right to modify these Terms at any time.
- b. Notice of modifications will be provided to members via email or on our website.

By using our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions, including the provision that the Company will not act as a representative in IRS audits. If you do not agree with these Terms, you should not use our services. If you have any questions or concerns, please contact us for clarification before using our services.

#### **Refund Policy**:

Kuxtal Accounting (referred to as "Company," "we," "our," or "us") provides certain services subject to the following Terms and Conditions, specifically addressing the circumstances under which refunds will be issued:

#### 1. Refund Policy:

a. The Company issues refunds only in cases where an investigation reveals that the Company is at fault for a specific issue or problem related to our services.

#### 2. Refund Process:

- a. To request a refund, members must submit a written refund request explaining the issue or problem for which the refund is being sought.
- b. Upon receipt of the refund request, the Company will investigate the situation and determine fault.

#### 3. Investigation and Fault Determination:

- a. The Company will conduct a thorough investigation to ascertain the cause of the issue or problem.
- b. If the investigation reveals that the issue or problem is due to the Company's actions, errors, or negligence, a refund will be issued.
- c. If the issue or problem is found to be the result of factors beyond the Company's control or due to the member's actions or decisions, a refund will not be issued.

#### 4. Timelines for Refunds:

- a. Refunds will be issued promptly upon determination of the Company's fault and the decision to grant a refund.
- b. The specific timeline for refund processing may vary based on the circumstances of each case.

#### 5. Non-Refundable Situations:

- a. Refunds will not be issued for issues or problems that are not the result of the Company's actions, errors, or negligence.
- b. Refunds will not be issued for services already rendered unless the Company is found to be at fault for the service-related issue.

#### 6. Limitation of Liability:

- a. The Company's liability for refunds is limited to the extent of fault determined through the investigation process.
- b. The Company is not liable for any consequential, indirect, or incidental damages.

#### 7. Modification of Terms:

- a. The Company reserves the right to modify these Terms at any time.
- b. Notice of modifications will be provided to members via email or on our website.

By using our services, you acknowledge that you have read, understood, and agree to these Terms and Conditions regarding the issuance of refunds following an investigation of the situation. If you do not agree with these Terms, you should not use our services. If you have any questions or concerns, please contact us for clarification before using our services.



#### Disclaimer on Consultation:

Kuxtal Accounting (referred to as "Company," "we," "our," or "us") provides consultation and advice to our members. While we are committed to offering professional guidance and support, we want to make it clear that:

- 1. Our consultation and advice are intended to provide general information and recommendations. They should not be considered as a substitute for professional advice, specific to your unique circumstances.
- 2. We do not accept liability for any liabilities, losses, or consequences resulting from the use or implementation of the information, recommendations, or advice provided during our consultation.
- 3. Members are encouraged to seek independent legal, financial, or other professional advice where necessary, especially in situations where specific expertise is required to address complex issues or challenges.
- 4. The member assumes full responsibility for decisions made, actions taken, and outcomes achieved based on the information and advice we provide.

By using our consultation and advice services, members acknowledge and agree to these terms and conditions. If you have any questions or concerns, please feel free to contact us for clarification before proceeding with our services.

# Privacy Policy:

Effective Date: November 6, 2023

At Kuxtal Accounting, we are committed to protecting the privacy and security of your personal information. This Privacy Policy outlines how we collect, use, share, and safeguard your data when you interact with our online virtual bookkeeping services.

#### 1. Information We Collect

We may collect the following types of information:

- **Personal Information:** This includes your name, contact information (email address, phone number), and any other data you provide to us during your interactions with our services.
- Financial Information: To perform bookkeeping services, we may collect financial data, including income, expenses, financial statements, and related information.
- Technical Data: We may collect information about your device, browser, and how you interact with our website and services, including IP addresses, cookies, and analytics data.
- Communication Data: We may store and analyze communication content, including emails, messages, and other interactions with our team.

#### 2. How We Use Your Information

We use your information for the following purposes:

- To provide virtual bookkeeping services, including data analysis, financial reporting, and accounting support.
- To communicate with you, respond to inquiries, and deliver relevant information about our services.
- To improve our services and develop new features, based on user feedback and usage patterns.
- To comply with legal and regulatory requirements.

#### 3. How We Protect Your Information

We implement security measures to protect your information from unauthorized access, disclosure, alteration, and destruction. These measures include encryption, access controls, and regular security assessments.

# 4. Data Sharing

We do not share your personal and financial information with third parties, except in the following circumstances:

- With your consent.
- To comply with legal obligations.
- With trusted third-party service providers who assist us in delivering our services (e.g., hosting providers, payment processors).

#### 5. Data Retention

We retain your information only for as long as necessary to fulfill the purposes outlined in this Privacy Policy and to comply with legal obligations.

# 6. Your Rights

You have the following rights regarding your personal information:

- Access: You can request access to your personal information.
- Rectification: You can request the correction of inaccuracies in your information.
- Erasure: You can request the deletion of your data, subject to legal requirements.
- Restriction: You can request a restriction on how we process your data in certain situations.
- Portability: You can request a copy of your data in a machine-readable format.
- Objection: You can object to the processing of your data for certain purposes.

To exercise these rights, please contact us using the contact information provided below.

# 7. Cookies and Analytics

Our website may use cookies and analytics tools to collect data about how you use our website. You can manage your cookie preferences through your browser settings.

# 8. Changes to this Privacy Policy

We may update this Privacy Policy to reflect changes in our practices or for other operational, legal, or regulatory reasons. The updated policy will be posted on our website with a revised effective date.

#### 9. Contact Us

If you have any questions, concerns, or requests regarding this Privacy Policy or the handling of your information, please contact us at:

Email: <u>kuxtal371@gmail.com</u>

Phone number: (770) 215-9870 or (229) 800-1105

By using our services, you agree to the terms of this Privacy Policy. If you do not agree with our practices, please do not use our services.

# Member Responsibilities:

Effective Date: November 6, 2023

#### 1. Introduction

At Kuxtal Accounting, we are committed to providing efficient and accurate virtual bookkeeping services to our members. To ensure the quality and effectiveness of our services, we require members to fulfill certain responsibilities, particularly regarding the provision of accurate and timely information. This policy outlines the expectations and responsibilities of members in this regard.

# 2. Accuracy of Information

Members are responsible for providing accurate and complete financial information to our bookkeeping team. This includes but is not limited to:

- Financial statements
- · Bank statements
- Invoices
- Receipts
- Payroll data
- Tax-related documents

#### 3. Timeliness of Information

Members are expected to provide the requested information within the agreed-upon timelines. Timely provision of data is essential for ensuring accurate bookkeeping, compliance with tax deadlines, and the efficient handling of financial records. Delays in providing information may result in service interruptions or missed deadlines.

# 4. Regular Communication

Members are encouraged to maintain open and regular communication with our team. This includes promptly responding to inquiries, addressing questions, and providing updates on financial changes or events that may impact bookkeeping.

# 5. Consequences of Inaccurate or Delayed Information

Inaccurate or delayed information can lead to errors in financial records and reports, which may impact the overall quality of bookkeeping services. Members understand and agree that:

- The Company cannot be held responsible for errors resulting from inaccurate or delayed information provided by the member.
- Any additional work required to correct errors due to inaccurate or delayed information may result in additional fees.
- Members may be subject to penalties or late fees imposed by relevant tax authorities if information is not provided on time, which is beyond the control of the Company.

#### 6. Member Commitment

By using the services provided by Kuxtal Accounting, members acknowledge their commitment to providing accurate and timely information as outlined in this policy. Failure to adhere to these responsibilities may impact on the quality and efficiency of the services provided.

#### 7. Contact Information

If you have any questions, concerns, or need to discuss your responsibilities as a member regarding the provision of accurate and timely information, please contact us at:

Email: kuxtal371@gmail.com

Phone number: (770) 215-9870 or (229) 800-1105

By continuing to use our services, you agree to the terms of this policy. If you do not agree with these responsibilities, please contact us for clarification or consider seeking services elsewhere.

# Terms of Use:

Effective Date: November 6, 2023

Welcome to Kuxtal Accounting ("Company," "we," "our," or "us"). By accessing and using our online virtual bookkeeping services, you agree to be bound by these Terms of Use. Please read these terms carefully.

# 1. Acceptance of Terms

By using our services, you acknowledge that you have read, understood, and agree to comply with these Terms of Use. If you do not agree with these terms, please do not use our services.

# 2. Eligibility

You must be of legal age and capacity to enter a binding contract and use our services. If you are using our services on behalf of a company or organization, you represent and warrant that you have the authority to bind the entity to these terms.

# 3. Changes to Terms

We may update these Terms of Use from time to time. Any changes will be posted on our website, and the date of the most recent update will be noted. Your continued use of our services after such updates signifies your acceptance of the new terms.

# 4. Privacy

Your use of our services is also governed by our Privacy Policy. Please review the Privacy Policy to understand how we collect, use, and protect your information.

#### 5. Services

We provide online virtual bookkeeping services, including financial analysis, reporting, and related support. The specific scope of services may vary based on the service plan selected.

#### 6. User Account

To access some features of our services, you may need to create a user account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

# 7. Responsibilities and Use of Services

- You agree to provide accurate and complete information and to promptly update your information to keep it current.
- You agree not to use our services for any illegal, unauthorized, or prohibited purposes.
- You will not engage in any activity that could harm, interfere with, or disrupt our services or the servers and networks connected to our services.
- You agree not to attempt to gain unauthorized access to any part of our services.
- You are responsible for any content you submit, including ensuring that it does not violate any third-party rights or applicable laws.

# 8. Intellectual Property

All content and materials provided by the Company, including text, graphics, logos, and software, are protected by copyright and other intellectual property laws. You may not use, reproduce, or distribute these materials without our written consent.

# 9. Limitation of Liability

The Company is not liable for any direct, indirect, incidental, consequential, or punitive damages arising from your use of our services.

#### 10. Termination

We reserve the right to terminate your access to our services at our discretion for any reason, including a breach of these Terms of Use.

# 11. Governing Law

These Terms of Use are governed by the laws of Cobb County. Any legal action related to these terms must be filed in Cobb County.

If you have any questions or concerns about these terms, please contact us at:

Email: <u>kuxtal371@gmail.com</u>

Phone number: (770) 215-9870 or (229) 800-1105

Thank you for using Kuxtal Accounting. We look forward to assisting you with your virtual bookkeeping needs.



Effective Date: November 6, 2023

This Service Level Agreement ("SLA") outlines the terms and conditions for the provision of virtual bookkeeping services by Kuxtal Accounting ("Company," "we," "our," or "us") to our members ("member"). This SLA defines the expected communication response time, turnaround times for transaction processing, and the monthly nature of our bookkeeping services.

# 1. Communication Response Time

• We commit to a 24-hour response time for all communication, including emails and phone calls, during our business hours.

# 2. Transaction Processing Turnaround Time

- The turnaround time for processing transactions and entries is contingent on the quantity of transactions involved. For transactions falling within the regular monthly scope, our standard turnaround time is seven to ten business days.
- In cases where the volume of transactions exceeds the regular monthly scope (hereafter referred to as a "backlog"), the turnaround time for processing the backlog will be determined on a case-by-case basis. The Company will provide an estimated timeline for the completion of the backlog after evaluating the quantity and complexity of the transactions.

# 3. Monthly Bookkeeping Services

- Our bookkeeping services are provided monthly. We will process, reconcile, and provide financial reports for the transactions and data within the respective month.
- Monthly bookkeeping services are typically initiated at the beginning of the subsequent month and will include all transactions up to the end of the previous month.

# 4. Client Responsibilities

• To maintain the efficiency of our services, the Client is responsible for providing accurate and timely financial data, documents, and records to the Company.

# 5. Service Interruptions and Delays

• The Company shall not be held liable for service interruptions or delays caused by circumstances beyond our control, including but not limited to technical issues, force majeure events, or Client-related delays in providing information.

#### 6. Review and Modification

• The Company may periodically review and update this SLA to improve our services or comply with changes in business operations.

By continuing to use our services, the Client acknowledges and agrees to the terms and conditions outlined in this Service Level Agreement. If you have any questions or concerns, please contact us for clarification. Thank you for entrusting us with your virtual bookkeeping needs.

**Kuxtal Accounting** 

Email: kuxtal371@gmail.com

Phone number: (770) 215-9870 or (229) 800-1105

# Who We service

At Kuxtal Accounting, we proudly serve small business owners like you! Our comprehensive service packages are desgined to cater to your unique needs, offering bookkeeping, contractor 1099 service, and 2553 election filing---all conveniently bundled into one affordable price plan. We're here to simplify your financial journey and support your business's success.

# Out of Scope of Services

- Excesive Intercompany transactions
- Running multiple business through one account
- House/Apartment Flippers
- Crypto investors/Day traders