TERMS OF SERVICE

Effective Date: August 30, 2026

1. Agreement to Terms

These Terms of Service ("Terms") govern access to and use of the fractional CFO, financial advisory, and related services (the "Services") provided by AccountifyCFO LLC ("AccountifyCFO," "we," "us," or "our"). By engaging AccountifyCFO, signing an engagement letter or statement of work, accessing our website, or otherwise using our Services, you ("Client," "you," or "your") agree to be bound by these Terms.

If you do not agree to these Terms, do not engage AccountifyCFO or use the Services.

2. Description of Services

AccountifyCFO provides fractional CFO, financial planning and analysis, financial modeling, M&A advisory, bookkeeping and accounting support, and related consulting services. The specific scope, deliverables, timeline, and fees for any engagement will be set out in a separate engagement letter, proposal, or statement of work ("SOW") between AccountifyCFO and the Client. In the event of a conflict between an SOW and these Terms, the SOW governs with respect to the specific engagement.

3. Client Responsibilities

Client agrees to:

- Provide accurate, complete, and timely financial data, records, and access to systems reasonably required for AccountifyCFO to perform the Services.
- Designate a primary point of contact with authority to make decisions relevant to the engagement.
- Review deliverables and communicate feedback within a reasonable time.
- Maintain all licenses, subscriptions, and third-party accounts (e.g., accounting software) necessary for the Services.

4. Fees and Payment

Fees are as set out in the applicable engagement letter or SOW and may be structured as a monthly retainer, hourly rate, fixed project fee, or retainer plus success fee (for M&A engagements). Invoices are due upon receipt unless otherwise stated. Late payments may result in suspension of Services and accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.

5. Independent Contractor Relationship

AccountifyCFO provides Services as an independent contractor. Nothing in these Terms creates an employment, partnership, joint venture, or agency relationship between AccountifyCFO and Client. AccountifyCFO retains discretion over the manner and means by which the Services are performed, subject to the agreed scope.

6. Confidentiality

Each party agrees to keep confidential all non-public business, financial, and technical information disclosed by the other party in connection with the Services ("Confidential Information") and to use such information solely to perform its obligations under these Terms. This obligation survives termination of the engagement and does not apply to information that is or becomes public through no fault of the receiving party, is independently developed, or is required to be disclosed by law.

7. Intellectual Property

Client retains ownership of its underlying financial data and records. Deliverables prepared specifically for Client (e.g., financial models, reports, dashboards) are owned by Client upon full payment, excluding any AccountifyCFO pre-existing tools, templates, methodologies, or frameworks, which remain the property of AccountifyCFO and are licensed to Client for internal use in connection with the Services.

8. Disclaimers

The Services are advisory in nature. AccountifyCFO does not provide legal, tax, or investment advice, and Client should consult qualified legal, tax, or investment professionals as appropriate. AccountifyCFO makes no guarantee of any specific business, financial, or transactional outcome. Services are provided on an "as is" and "as available" basis without warranties of any kind, express or implied, except as expressly stated in an SOW.

9. Limitation of Liability

To the maximum extent permitted by law, AccountifyCFO's total liability arising out of or related to the Services shall not exceed the fees paid by Client to AccountifyCFO in the three (3) months preceding the event giving rise to the claim. In no event shall AccountifyCFO be liable for indirect, incidental, consequential, special, or punitive damages, including lost profits or lost business opportunity.

10. Term and Termination

Engagements continue for the term stated in the applicable SOW, or on a month-to-month basis if no term is stated, and may be terminated by either party with thirty (30) days' written notice, or immediately for material breach not cured within ten (10) business days of written notice. Client remains responsible for fees incurred through the effective date of termination.

11. Governing Law

These Terms are governed by the laws of the State of Delaware, without regard to its conflict of laws principles, unless otherwise specified in an applicable SOW. Any disputes shall be resolved in the state or federal courts located in Delaware, and each party consents to the exclusive jurisdiction of such courts.

12. Changes to These Terms

AccountifyCFO may update these Terms from time to time. The updated version will be indicated by a revised effective date and will be posted at accountifycfo.com. Continued use of the Services after changes take effect constitutes acceptance of the revised Terms.

13. Contact

Questions about these Terms may be directed to AccountifyCFO LLC via accountifycfo.com/contact.
