TERMS AND AGREEMENTS

Effective Date: October 13, 2026

Last Updated: October 13, 2026

Company: AccountifyCFO LLC

Website: accountifycfo.com

Contact Email: cfo@accountifycfo.com

1. Introduction

Welcome to AccountifyCFO LLC ("AccountifyCFO," "Company," "we," "our," or "us"). These Terms and Agreements ("Terms") govern access to our website and the accounting, bookkeeping, financial planning and analysis, fractional CFO, consulting, and related services we offer. By accessing our website or engaging our services, you agree to these Terms to the extent permitted by applicable law. If you disagree, discontinue use of our website and services. Specific engagements may be governed by additional written agreements.

2. Company Information

AccountifyCFO LLC is a United States-registered limited liability company offering outsourced accounting, financial management and CFO advisory services, including for startups, SMEs, SaaS, hosting, cloud and technology businesses. Website: accountifycfo.com. Email: cfo@accountifycfo.com. AccountifyCFO operates as an independent professional services provider.

3. Scope of Services

Our services may include the following, subject to the applicable engagement scope:

3.1 Accounting and Bookkeeping

Financial transaction recording and categorization; general ledger maintenance; reconciliations; accounts payable and receivable; financial statements; period-end closing; accounting system setup and optimization; and financial reporting.

3.2 Virtual and Fractional CFO Services

Financial strategy and advisory; cash flow planning and forecasts; financial risk and profitability analysis; budgets; executive consultation; management reporting; and performance monitoring.

3.3 Financial Planning and Analysis (FP&A)

Budgeting, forecasts, scenario and sensitivity modeling, revenue and expense analysis, variance analysis, cost optimization, KPI development, and financial performance recommendations.

3.4 Financial Reporting and Business Intelligence

Dashboard development, financial KPI tracking, management reporting, revenue and cost center analysis, SaaS financial metrics, and financial visualization.

3.5 Financial Health Checks

Free or paid preliminary reviews of financial performance, cash flow, expense structures, reporting, and potential inefficiencies. These are not independent audits, assurance engagements, or guarantees of financial results.

3.6 Additional Advisory

Business valuation, financial modeling, investment and capital allocation analysis, financial restructuring recommendations, process improvement, and financial systems support.

4. Service Engagement and Acceptance

Engagements may begin through website requests, consultations, written proposals, subscription agreements, or signed contracts. A binding service engagement exists when the parties accept applicable terms through an authorized written agreement or another legally valid acceptance method. We may decline requests outside our capabilities, with incomplete documentation, unacceptable legal or operational risks, materially misleading information, or unlawful purposes.

5. Service Packages and Pricing

Packages and prices may vary by business size, transaction volume, complexity, reporting needs, advisory frequency, number of entities, integrations, and agreed deliverables. Website prices are subject to stated inclusions and exclusions. We may revise advertised prices prospectively; existing engagement prices change only under the applicable agreement. Work outside the agreed scope may require separate written authorization and additional fees.

6. Payments and Billing

Clients must pay fees stated in the accepted proposal, subscription, or service agreement. Recurring billing occurs only according to accepted authorization and billing terms. Payment methods may include card, bank transfer, or other approved methods, subject to availability. We may issue reminders for late payments and, where lawful and contractually permitted, suspend services after reasonable notice. Unless expressly stated otherwise, fees exclude applicable taxes and duties; each party remains responsible for taxes imposed on it by law.

7. Cancellation and Termination

Clients may request cancellation by emailing cfo@accountifycfo.com and identifying the relevant engagement. The agreement controls notice periods, cancellation date, outstanding balances, prepaid fees, and handover. We may suspend or terminate for material breach, persistent nonpayment, fraud, illegality, failure to supply essential records, or unacceptable professional risks, with notice and an opportunity to remedy where appropriate. Refunds depend on the agreement, work performed, and mandatory law; fees for completed services are generally nonrefundable where permitted, while unperformed prepaid services are treated according to applicable terms. Statutory rights are unaffected.

8. Client Responsibilities

Clients must supply accurate, complete and timely records, supporting documents and appropriate access; disclose material changes; review deliverables; respond to reasonable requests; pay fees; and comply with applicable law. Clients remain responsible for management decisions, source-data accuracy, regulatory compliance, tax filings, and transaction approval unless a signed agreement expressly allocates specific responsibilities otherwise.

9. Financial Information and Confidentiality

We recognize the confidential nature of financial statements, business plans, revenue and cost data, customer information, forecasts, and internal reports. We take reasonable measures to prevent unauthorized disclosure. Confidential information may be disclosed with authorization, to authorized providers as necessary for service delivery, where legally required, or to establish or defend legal rights. Additional confidentiality obligations may appear in a service agreement or NDA.

10. Data Protection and Privacy

We process personal information in accordance with our published Privacy Policy and applicable law. Information may come from website forms, LinkedIn lead forms, onboarding, consultations, subscriptions, and direct communications. Processing may support service delivery, client communications, business operations, and legally permitted marketing. Privacy Policy: accountifycfo.com/privacy-policy. Separate data processing agreements may be required for some engagements.

11. Accounting Systems and Third-Party Software

We may use accounting, reporting, cloud, communication, payment, CRM, and forecasting tools. Third-party platforms may have their own terms, licenses, and privacy policies. We are not responsible for disruptions or incidents outside our reasonable control, but remain responsible for our own contractual obligations and reasonable care in provider selection and use.

12. Artificial Intelligence and Automation

AI and automation may assist with transaction categorization, financial analysis, reporting, forecasting, anomaly detection, monitoring, and dashboards. Automated outputs can be incomplete or inaccurate; appropriate professional judgment and review will be applied to material recommendations where relevant. Clients retain management oversight. AI use involving personal or confidential information remains subject to applicable confidentiality, privacy, and contractual requirements.

13. Professional Advice and Financial Decisions

Financial forecasts, valuations, cash flow projections, and other recommendations rely on assumptions and information available at the time. We do not guarantee profitability, revenue growth, investment returns, or other business outcomes. Clients must independently evaluate and approve decisions. Unless separately agreed and legally authorized, we do not provide regulated investment advice, legal representation, independent audits, or assurance opinions.

14. Intellectual Property Rights

Our original website content, branding, proprietary methodologies, templates, models, dashboards, and tools remain our intellectual property or that of our licensors. Clients may not reproduce, distribute, resell, or commercially exploit protected materials without authorization. Rights to client-specific deliverables are governed by the applicable agreement. Clients retain ownership of original records and information they supply unless otherwise agreed.

15. Website Usage

Users must access our website lawfully and must not attempt unauthorized access, distribute malware, disrupt systems, misrepresent identity, commit fraud, or reproduce protected content without permission. We may restrict access for violations.

16. Limitation of Liability

To the maximum extent allowed by law, we are not liable for indirect, incidental, special, or consequential damages, including lost profits or opportunities, where exclusion is legally permitted. We are not responsible for losses caused solely by inaccurate client information, unauthorized client actions, independent business decisions, uncontrollable events, or third-party failures for which we have no legal responsibility. Any cap on direct liability must be expressly stated in the applicable service agreement. Nothing excludes liability that cannot legally be excluded, including fraud or other protected claims.

17. Indemnification

To the extent allowed by law, clients agree to indemnify us against reasonable third-party claims and expenses arising directly from their unlawful activities, material contractual breaches, intentionally misleading information, or unauthorized use of our intellectual property. This does not apply to the extent claims arise from our own negligence, misconduct, or contractual breach. Applicable law and the service agreement control.

18. Service Availability

We aim for reliable delivery but cannot guarantee uninterrupted website access, dashboards, integrations, or digital systems. Maintenance, updates, provider outages, connectivity issues, security incidents, and uncontrollable events may cause interruptions. We will use commercially reasonable efforts to minimize disruptions within our control. Any specific uptime or availability commitments must be stated in the service agreement.

19. Force Majeure

Neither party is liable for failure or delay caused by events beyond reasonable control, except accrued payment obligations. Examples include disasters, government restrictions, war, civil disturbances, and widespread infrastructure failures. The affected party should mitigate the impact and resume performance when practicable. Prolonged disruption may permit termination under the applicable agreement.

20. Independent Contractor Relationship

AccountifyCFO is an independent contractor. Unless expressly agreed, the engagement does not create employment, partnership, joint venture, agency authority, or fiduciary duties beyond those imposed by law or contract. Our personnel do not become client employees solely by delivering outsourced services.

21. Conflicts of Interest

We may serve businesses in similar industries and take reasonable steps to identify and manage material conflicts. Where conflicts cannot be managed appropriately, we may decline or end an engagement under applicable obligations. One client's confidential information will not intentionally be disclosed to another without authorization or lawful basis.

22. Governing Law and Dispute Resolution

Governing law and jurisdiction will be as specified in the applicable service agreement. If no provision exists, applicable law and jurisdiction will be determined under relevant legal principles. Parties should attempt good-faith discussions before formal proceedings where appropriate. Nonwaivable legal rights and remedies remain unaffected.

23. Changes to Terms and Agreements

We may update these Terms to reflect operational, service, regulatory, payment, or contractual changes. Revised Terms will be posted on our website with an updated effective date. Material changes affecting existing contractual rights will follow the applicable agreement and law. Continued website use may constitute acceptance only where lawful and after appropriate notice.

24. Entire Agreement

These Terms, together with applicable service agreements, statements of work, subscription terms, accepted proposals, data processing agreements, and confidentiality agreements, form the agreement for the relevant services unless otherwise stated. Where these general Terms conflict with a separately executed service agreement, the specific executed terms prevail for the matters they address.

25. Severability

If a provision is invalid or unenforceable, remaining provisions continue to the extent lawful. An affected provision may be interpreted or adjusted only as legally permissible to preserve the original commercial intent.

26. No Waiver

Failure to enforce a provision does not permanently waive it or any other right. Any waiver must satisfy applicable law and the relevant agreement.

27. Contact Information

For contractual, billing, cancellation, or service inquiries, contact AccountifyCFO LLC at cfo@accountifycfo.com (subject: Terms and Agreements Inquiry). Website: accountifycfo.com. We aim to address inquiries professionally and transparently.

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