



## TERMS AND CONDITIONS

[www.tjtaccounting.com](http://www.tjtaccounting.com)

Effective date: 12<sup>th</sup> December 2024

These Terms and Conditions (the “Terms”) constitute a legally binding agreement between **TJT Ventures, LLC** (“Company,” “we,” “us,” or “our”) and you, the individual or entity accessing or using our services (“User,” “you,” or “your”). These Terms govern your use of our website ([www.tjtaccounting.com](http://www.tjtaccounting.com)) and the professional services we provide, including but not limited to tax preparation, accounting, bookkeeping, and service-related communication via email or SMS. By accessing or using any part of our services, you signify that you have read, understood, and agree to be bound by these Terms.

If you do not agree to these Terms, you must immediately discontinue the use of our website and services.

### 1. INTRODUCTION

TJT Ventures, LLC is a professional service provider offering specialized solutions, including tax preparation, accounting, and bookkeeping services, to individuals and businesses in the United States. In the course of delivering these services, we may communicate with users via multiple channels, including SMS (short message service), email, and phone, to provide status updates, request additional information, or confirm service-related actions.

The purpose of these Terms is to outline the obligations, responsibilities, and rights of both TJT Ventures, LLC and you, the User. These Terms apply to all aspects of your interaction with us, including:

- Use of our website ([www.tjtaccounting.com](http://www.tjtaccounting.com)) and associated digital platforms.
- Access to and use of our services, including the exchange of personal and financial data necessary for service completion.
- Communications we send you, including but not limited to service-related SMS and email notifications.

These Terms are incorporated by reference into any other agreements, policies, or documents provided to you by TJT Ventures, LLC, including our Privacy Policy. It is your responsibility to review these Terms periodically for updates. Your continued use of our website or services constitutes your acceptance of any modifications made to these Terms.

### 2. DEFINITIONS

For the purpose of these Terms, the following definitions shall apply:

- **“Company,” “we,” “us,” or “our”**: Refers to TJT Ventures, LLC, the provider of the services described in these Terms.
- **“User,” “you,” or “your”**: Refers to any individual or entity accessing or using our services.
- **“Services”**: Includes all services provided by TJT Ventures, LLC, including tax preparation, accounting, bookkeeping, and consulting services, any other we may introduce from time to time.
- **“Website”**: Refers to the official website of TJT Ventures, LLC, accessible at [www.tjtaccounting.com](http://www.tjtaccounting.com).
- **“Personal Data”**: Includes any information provided by you that can identify you as an individual, such as your name, date of birth (DOB), Social Security Number (SSN), email address, phone number, and residential or business address.
- **“Financial Data”**: Refers to sensitive financial information provided by you, including bank account details, credit card numbers, tax return information, and related data.
- **“SMS Communication”**: Refers to text messages sent by TJT Ventures, LLC for service-related purposes, including reminders, updates, and information requests.

These definitions are provided for clarity and shall apply throughout these Terms. Additional terms may be defined within specific sections of this document.

### 3. ELIGIBILITY

By accessing or using our services, you represent and warrant that you meet the following eligibility criteria:

1. **Age Requirement**: You are at least 18 years of age or the legal age of majority in your jurisdiction.
2. **Residency**: You reside within the United States, and our services are designed exclusively for use within the U.S.
3. **Legal Authority**: You have the legal authority to enter into this agreement on behalf of yourself or, if applicable, on behalf of your business entity.
4. **Accurate Information**: You agree to provide accurate, truthful, and complete information as requested by TJT Ventures, LLC to deliver the services.
5. **Compliance**: Your use of our services complies with all applicable federal, state, and local laws and regulations.

If you do not meet these criteria, you are prohibited from accessing or using our services. We reserve the right to deny or terminate access to any User who violates these eligibility requirements.

### 4. DESCRIPTION OF SERVICES

TJT Ventures, LLC offers professional services tailored to assist individuals and businesses in managing their financial and tax-related obligations. Our primary services include, but are not limited to:

1. **Tax Preparation and Filing**: Comprehensive assistance in preparing and submitting federal, state, and local tax returns, including the gathering of required information and compliance with applicable tax laws.
2. **Accounting and Bookkeeping**: Providing accounting support, financial record-keeping, and bookkeeping services to maintain the accuracy and integrity of your financial information.
3. **Consulting Services**: Offering advisory services on tax planning, business strategy, and other related topics.
4. **Any other Services we may introduce from time to time.**

We do not guarantee the success or results of any financial or tax-related filings, as the accuracy and timeliness of such filings depend on the information provided by you.

## 5. SMS CONSENT COMMUNICATION:

The information as phone numbers obtained as part of the SMS consent process will not be shared with third parties for marketing purposes. SMS opt-in or phone numbers for the purpose of SMS are not being shared with any third party or affiliate company for marketing purposes.

- **Types of SMS Communications:**

If you have consented to receive text messages from [Company Name], you may receive messages related to the following:

- **Appointment reminders**
- **Follow-up messages**
- **Billing inquiries**

- **Message Frequency:**

Message frequency may vary depending on the type of communication. For example, you may receive up to [X] SMS messages per week related to your [appointments/billing, etc.].

- **Potential Fees for SMS Messaging:**

Please note that standard message and data rates may apply, depending on your carrier's pricing plan. These fees may vary if the message is sent domestically or internationally.

- **Opt-In Method:**

You may opt-in to receive SMS messages from [Company Name] in the following ways:

- **Verbally, during a conversation**
- **By submitting an online form**
- **By filling out a paper form**

- **Opt-Out Method:**

You can opt out of receiving SMS messages at any time. To do so, simply reply "STOP" to any SMS message you receive. Alternatively, you can contact us directly to request removal from our messaging list.

- **Help:**

If you are experiencing any issues, you can reply with the keyword HELP. Or, you can get help directly from us at (insert the link) or call us at (number)

- **Additional Options:**

If you do not wish to receive SMS messages, you can choose not to check the SMS consent box on our forms.

- **Standard Messaging Disclosures:**

- Message and data rates may apply.
- You can opt out at any time by texting "STOP."
- For assistance, text "HELP" or visit our Privacy Policy [LINK] and Terms and Conditions [LINK] pages.
- Message frequency may vary

- **Third-Party Carrier Charges:**

Standard messaging and data rates may apply. TJT Ventures, LLC is not responsible for any fees or charges incurred by your mobile carrier.

**Limitations:**

We are not liable for delays, interruptions, or non-delivery of SMS messages caused by third-party carriers, technical issues, or other circumstances outside our control.

## 6. USER RESPONSIBILITIES

As a User of our services, you agree to:

1. **Provide Accurate Information:** Submit truthful, complete, and accurate personal and financial information required for service delivery.
2. **Maintain Security:** Protect the confidentiality of your account login credentials and notify us immediately of any unauthorized access to your account.
3. **Comply with Requests:** Promptly respond to requests for additional information or documentation necessary to perform the services.
4. **Use Services Lawfully:** Refrain from using our services for any fraudulent, illegal, or unauthorized purpose.
5. **Meet Deadlines:** Ensure all deadlines for tax filings, payments, or other time-sensitive obligations are met.

Failure to comply with these responsibilities may result in delays, termination of services, or additional fees. TJT Ventures, LLC assumes no liability for losses resulting from your failure to fulfill these obligations.

## 7. RESTRICTIONS

To protect the integrity and security of our services, you agree to refrain from engaging in the following prohibited activities:

1. **Unlawful Use:** Using our website or services for any illegal purpose or in violation of applicable laws.
2. **False Information:** Providing inaccurate, fraudulent, or misleading information during service use.
3. **Interference:** Disrupting the functionality of our website or systems through hacking, tampering, or unauthorized access.
4. **Resale or Redistribution:** Reselling or redistributing our services without prior written consent.
5. **Intellectual Property Violations:** Copying, reproducing, or using any content, trademarks, or proprietary materials belonging to TJT Ventures, LLC without express authorization.

## **8. PAYMENT TERMS**

### **8.1 Pricing and Fees**

All fees for the services provided by TJT Ventures, LLC are disclosed in advance and are based on the scope and complexity of the services requested. Fees are quoted in U.S. dollars and may be subject to applicable taxes. By engaging our services, you agree to pay all charges associated with your requested services.

### **8.2 Payment Methods**

We accept payments via credit card, debit card, electronic transfer, or any other payment method specified on our website or communicated directly to you. By providing payment information, you represent and warrant that you are authorized to use the designated payment method.

### **8.3 Non-Refundable Fees**

All payments for services are non-refundable unless explicitly stated otherwise in writing. Once a service has been initiated or completed, you are not entitled to a refund, regardless of the results of the services provided.

### **8.4 Late Payments**

Failure to remit payment by the agreed-upon due date may result in the suspension or termination of services. TJT Ventures, LLC reserves the right to charge interest on overdue amounts at the maximum rate permitted by law.

### **8.5 Disputed Charges**

If you believe that a payment was processed in error, you must notify us in writing within 15 calendar days of the charge. Disputed charges will be investigated, and any adjustments, if warranted, will be made at the discretion of TJT Ventures, LLC.

## **9. DATA COLLECTION AND USE**

For more information about how we collect, use, and protect your data, please review our **Privacy Policy**, which is incorporated by reference into these Terms.

## **10. PRIVACY AND SECURITY**

### **10.1 Protection of Data**

TJT Ventures, LLC implements commercially reasonable administrative, technical, and physical safeguards to protect your personal and financial data from unauthorized access, use, disclosure, or loss.

### **10.2 Limitation of Liability for Data Breach**

While we strive to maintain the highest levels of security, no system is entirely secure. By using our services, you acknowledge and agree that TJT Ventures, LLC is not liable for any unauthorized access to, or loss of, your data resulting from cyberattacks, breaches of third-party systems, or other events beyond our control.

### **10.3 Third-Party Services**

We may use third-party service providers to facilitate certain aspects of our services (e.g., payment processors, tax software platforms). These providers are contractually obligated to maintain the confidentiality of your data, but we are not responsible for their actions or failures.

## **11. SERVICE AVAILABILITY**

### **11.1 General Availability**

TJT Ventures, LLC endeavors to provide uninterrupted access to our services. However, we do not guarantee

that the website or services will be available at all times, as they may be subject to scheduled maintenance, updates, or unforeseen outages.

### **11.2 Technical Disruptions**

We are not liable for any interruptions, delays, or failures caused by factors outside of our control, including but not limited to:

- Internet or telecommunications outages.
- Power failures or other utility disruptions.
- Acts of God, natural disasters, or other force majeure events.

### **11.3 User Responsibility for Access**

You are responsible for ensuring that you have the necessary devices, software, and internet connection to access and use our services.

## **12. INTELLECTUAL PROPERTY RIGHTS**

### **12.1 Ownership of Content**

All content, materials, and intellectual property displayed on or accessible through the website or services, including text, graphics, logos, software, and proprietary technologies, are owned by TJT Ventures, LLC or its licensors. These materials are protected under U.S. copyright, trademark, and other intellectual property laws.

### **12.2 Limited License**

You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use our website and services for your personal or business use. This license does not permit:

- Reproduction, distribution, or modification of our content.
- Reverse engineering, disassembly, or unauthorized use of our software or technology.

### **12.3 Prohibited Use**

You may not use our intellectual property for any commercial purpose without prior written consent. Unauthorized use of our intellectual property will be prosecuted to the fullest extent of the law.

## **13. LIMITATION OF LIABILITY**

### **13.1 General Disclaimer**

To the fullest extent permitted by law, TJT Ventures, LLC and its employees, affiliates, and contractors are not liable for any direct, indirect, incidental, or consequential damages resulting from your use of our services.

### **13.2 No Guarantee of Results**

We do not guarantee any specific outcomes, including the acceptance of tax filings, the accuracy of financial projections, or compliance with tax authorities. Results depend on the information you provide and external factors beyond our control.

### **13.3 Maximum Liability**

In all circumstances, the maximum liability of TJT Ventures, LLC is limited to the amount paid by you for the specific service giving rise to the claim.

## **14. INDEMNIFICATION**

By using our services, you agree to indemnify, defend, and hold harmless TJT Ventures, LLC, its affiliates, employees, and contractors from any claims, liabilities, damages, costs, or expenses (including reasonable attorney's fees) arising out of or related to:

1. Your breach of these Terms.
2. Your misuse of the services or website.
3. Your failure to comply with applicable laws, including tax regulations.

## 15. FORCE MAJEURE

TJT Ventures, LLC shall not be held liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to:

- Acts of God, natural disasters, or severe weather conditions.
- Government actions, regulations, or restrictions.
- Labor disputes or strikes.
- Cyberattacks, system failures, or other technical disruptions.

If such an event occurs, we will make reasonable efforts to resume services as quickly as possible.

## 16. TERMINATION OF SERVICES

### 16.1 Termination by User

You may terminate your use of our services at any time by providing written notice to TJT Ventures, LLC. Upon termination:

- All outstanding fees for services rendered prior to the termination date will remain payable.
- You will no longer receive communications or access to ongoing services.

### 16.2 Termination by TJT Ventures, LLC

We reserve the right to suspend or terminate your access to our services, without notice, under the following circumstances:

- Failure to comply with these Terms or any applicable law.
- Non-payment of fees or charges.
- Submission of false, incomplete, or fraudulent information.
- Engagement in any activity that disrupts our operations or violates the rights of others.

### 16.3 Post-Termination Obligations

Termination of services does not relieve you of your obligation to pay any fees owed to TJT Ventures, LLC. Additionally, certain provisions of these Terms, such as **Payment Terms**, **Limitation of Liability**, **Indemnification**, and **Intellectual Property Rights**, will survive termination.

## 17. DISPUTE RESOLUTION

### 17.1 Initial Resolution

If a dispute arises between you and TJT Ventures, LLC, we encourage you to contact us directly to attempt an informal resolution. Most disputes can be resolved quickly through communication.

### 17.2 Arbitration Clause

If a dispute cannot be resolved informally, you agree to submit any claims, disputes, or controversies arising out of or relating to these Terms or the services provided by TJT Ventures, LLC to binding arbitration.

- Arbitration will be conducted in accordance with the rules of the **American Arbitration Association (AAA)**.
- The arbitration will take place in New York, NY, and will be conducted in English.
- Each party will bear its own legal fees, costs, and expenses unless otherwise required by law or awarded by the arbitrator.

### **17.3 Waiver of Class Action**

By agreeing to arbitration, you waive the right to participate in or bring a class action lawsuit or class arbitration against TJT Ventures, LLC.

### **17.4 Exceptions to Arbitration**

Notwithstanding the above, TJT Ventures, LLC reserves the right to seek injunctive or equitable relief in a court of competent jurisdiction for claims related to misuse of intellectual property, breaches of confidentiality, or other issues requiring immediate relief.

## **18. GOVERNING LAW AND JURISDICTION**

These Terms are governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

You agree that any legal proceedings not subject to arbitration will be brought exclusively in the state or federal courts located in New York, NY. You expressly waive any objection to the venue and jurisdiction of such courts.

## **19. MODIFICATIONS TO TERMS**

TJT Ventures, LLC reserves the right to modify, update, or amend these Terms at any time, at our sole discretion.

### **19.1 Notification of Changes**

We will provide notice of material changes to these Terms via email or through prominent notices on our website. It is your responsibility to review such changes.

### **19.2 Acceptance of Changes**

Your continued use of our services after the effective date of any modifications constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must immediately discontinue your use of the services.

## **20. THIRD-PARTY SERVICES**

### **20.1 Third-Party Integration**

TJT Ventures, LLC may integrate third-party services, tools, or platforms to facilitate the delivery of our services (e.g., tax software, payment processors, data storage).

### **20.2 Disclaimer of Responsibility**

While we select reputable third-party providers, TJT Ventures, LLC is not responsible for the actions, omissions, or failures of such third parties, including:

- Data breaches or security incidents.
- Service disruptions caused by third-party platforms.
- Incorrect information or calculations provided by third-party software.



By using our services, you acknowledge that your interactions with third-party providers are subject to their terms and privacy policies, and you agree to hold TJT Ventures, LLC harmless from any issues arising from such third-party services.

## **21. SEVERABILITY**

If any provision of these Terms is found to be invalid, unlawful, or unenforceable for any reason, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

The invalid or unenforceable provision will be replaced with a provision that closely reflects the original intent while remaining enforceable.

## **22. ENTIRE AGREEMENT**

These Terms, along with our Privacy Policy and any other policies or agreements referenced herein, constitute the entire agreement between you and TJT Ventures, LLC.

This agreement supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, related to the subject matter herein.

## **23. NO WAIVER**

The failure of TJT Ventures, LLC to enforce any provision of these Terms or exercise any right under these Terms shall not constitute a waiver of our right to enforce such provision or exercise such right in the future.

A waiver of any provision or right will only be effective if it is in writing and signed by an authorized representative of TJT Ventures, LLC.

## **24. ASSIGNMENT**

You may not assign, delegate, or transfer these Terms or any of your rights or obligations under these Terms without prior written consent from TJT Ventures, LLC.

We reserve the right to assign or transfer these Terms, including any of our rights and obligations, without restriction, to any affiliate or in connection with a merger, acquisition, or sale of assets.

## **25. CONTACT INFORMATION**

If you have any questions, concerns, or inquiries regarding these Terms, our Privacy Policy, or the services provided by TJT Ventures, LLC, please contact us using the information below:

### **TJT Ventures, LLC**

**Email:** [tiffanythomas@tjtventuresllc.com](mailto:tiffanythomas@tjtventuresllc.com)

We will make every effort to respond to your inquiry within a reasonable timeframe.