

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS

TERMS OF SERVICE

**BY VISITING WWW.JOHNMOHREA.COM,
YOU ARE CONSENTING TO OUR TERMS OF SERVICE.**

OVERVIEW

By using www.johnmohrea.com, referred to as this "Website," all visitors, referred to as "user," "you," and "your," are bound by these Terms of Service. The terms "we," "us," and "our," refer to JOHN W MOHR III EA ("Company"), owner of www.johnmohrea.com. Accessing this Website constitutes a use of the Website and an acceptance to the Terms provided herein.

By using the Website, you agree to these Terms of Service, without modification, and acknowledge reading them. We reserve the right to change these Terms of Service or to impose new conditions on use of the Website, from time to time, in which case we will post the revised Terms of Service on this Website. By continuing to use the Website after we post any such changes means you accept the new Terms of Service with the modifications. If we make any material changes to this Terms of Service, we will notify you either through the email address you have provided us, or by placing a prominent notice on this Website.

WEBSITE USE

To access or use the Website, you must be 18 years or older and have the requisite power and authority to enter into these Terms of Service.

In order to use the Website, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration and/or billing information you give to the Company will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Website, violate any laws in your jurisdiction. By subscribing to our mailing list, you understand that we may utilize your personal information to provide you with information and education on other products you may be interested in via email or other method.

You may use the Website for lawful purposes only. You shall not post or transmit through the Website any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS

TERMS OF PURCHASE FOR CONSULTATION SERVICES

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button on the Website, or entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with an initial thirty (30) minute consultation by the Company at the rate as stated on the Website. All payments for consultations are non-fundable. There is no guarantee as to the outcome of such consultation and it is for informational purposes only.

JOHN W MOHR III EA INTELLECTUAL PROPERTY

The Website contains intellectual property owned by the Company, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property, www.johnmohrea.com, logo, all designs, text, graphics, photographs, other files, and the selection and arrangement thereof. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Website, content or intellectual property, in whole or in part without our prior written consent. Any unauthorized copying, reverse engineering, redistribution, reproduction, publication or modification of Website content by any person without our prior written authorization is strictly prohibited, may be a violation of federal or common law, trademark, and copyright laws and may subject such a violator to legal action. The use of content from the Website on any other Website or networked computer environment is similarly prohibited.

LINKS TO OUR WEBSITE

We grant you a personal, limited, revocable, nontransferable and nonexclusive right to create a link to the home page of the Website so long as (i) the link or your linking Website does not portray us or any of our services or information in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking Website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; and (iii) your Website has, maintains and follows a privacy policy no less protective of user data than the Company’s Privacy Policy. You may not use any of our logos or other proprietary graphic or trademarks as part of the link without our express written permission.

We may revoke this license at any time, with or without cause, in which case you agree to immediately remove such link. You may not link to any page other than the home page of this Website. Any link to our Website should be a full forward link that passes the client browser to our home page without barriers. The “back” button should return the visitor to original Website if the visitor wishes to back out.

THIRD-PARTY RESOURCES

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS

The Website contains links to third-party Websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third-party Websites or resources. Links to such Websites or resources do not imply an endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such Websites or resources.

RELEASE OF CLAIMS

In no event will the Company be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance on our Website, its Content, or its products. You hereby release the Company from any and all claims including those related to personal or business interruptions, misapplication or information, or any other loss, condition, or issue.

ONLINE COMMERCE

Certain sections of the Website or its Content may allow you to make purchases from us or from other merchants. If you make a purchase from us on or through our Website or its Content, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us, the merchant, and our payment processing company.

Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a merchant.

We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Website, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

GOVERNING LAW; VENUE; MEDIATION

These Terms shall be construed in accordance with, and governed by, the laws of the State of North Carolina. If a dispute is not resolved first by good-faith negotiation between the parties to

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS

this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Wilmington, North Carolina or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

SEVERABILITY

If any term, provision, covenant, or condition of these Terms is held by a mediator/arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ASSIGNMENT

These Terms of Service bind and inure to the benefit of the parties' successors and assigns. These Terms of Service are not assignable, delegable or otherwise transferable by you. Any transfer, assignment or delegation by you is invalid.

ENTIRE AGREEMENT; WAIVER; HEADINGS

These Terms constitute the entire agreement between you and the Company pertaining to the Website and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by the Company shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Company. The subject headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

If you have any questions or concerns regarding these Terms of Service, please email: [jmohr\(at\)johnmohrea\(dot\)com](mailto:jmohr(at)johnmohrea(dot)com).

Updated: January 2022

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS

TERMS OF USE

By registering and enrolling electronically through www.johnmohrea.com (“the Website”), you (“Client”) agree to be provided with Tax Preparation, Consultations, and/or Tax Return Services (hereafter referred to collectively as “tax return” or “Services”) by JOHN W MOHR III EA (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. TERMS AND ACKNOWLEDGEMENTS.

- I, the Client, acknowledge that I am engaging the Company to prepare my United States tax return for the current year in accordance with the fee schedule as dictated at the Website.
- I further acknowledge that it is my responsibility to provide all of the information required for the complete and accurate preparation of this return. The Company will not audit or otherwise verify the data I submit.
- As the taxpayer, I have the final responsibility for the income tax returns and I acknowledge that I understand the importance in carefully reviewing the returns before signing them.
- I understand that the Company is in no way affiliated with or responsible for decisions, timing, or other activities of the United States Internal Revenue Service (IRS) or any other government agency.
- This Agreement covers only the preparation of my tax return, and does not apply to services related to an audit of the return by the IRS, other government agency, additional correspondence with a government agency, or other services that may be required after the filing of my return(s).
- I understand that all of the information I provide will be kept confidential; however, I understand that any discussion with any member of the Company is not protected by any form of protected privilege.
- I understand that the law provides various penalties that may be imposed when a taxpayer understates their tax liability or does not file returns and Foreign Bank Account Reporting (FBAR) prior to the statutory deadlines.
- I understand that tax refund estimates provided by the Company are estimates only and may not be equal to the amount of actual refund provided by the IRS or other government agency.
- I understand there may be an instance where it is my responsibility to physically mail in my tax return and that the Company will alert me to such instance, and it is then my responsibility to submit my tax return directly to the IRS.
- I agree to transmit any private documents or other personal information to the Company via secure online upload service (“User-Portal”) that are setup as part of this Agreement. I agree to notify the Company for any breach of security or unauthorized use of information while using Company’s User-Portal.

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS

2. PAYMENT POLICY.

- Upon execution of this Agreement, and upon review and completion of the tax return, the Client agrees to pay to the Company the amount as communicated by the Company to the Client for services rendered.
- Payment is due upon receipt of invoice according to the terms of our engagement letter, generally, in advance of initiation of work.
- After receipt of payment, Company will submit tax return to the appropriate authorities or direct Client to do so if necessary.
- In the event Client fails to make payment, Company has the right to immediately discontinue Services and remove Client from accessing any files and the User-Portal.

3. TERMINATION AND TERM OF AGREEMENT. The Company reserves the right to terminate this Agreement at any time. This Agreement will stand for the duration of the Services, as well as any subsequent Services purchased by the Client. Client agrees to be bound to these terms, whether it is a repeat or new Service, and for the duration of each Service. Should the Company make any material changes to this Agreement or Services, a new agreement will be entered into prior to providing service.

4. USER-PORTAL AGREEMENT. In order to utilize our Services, You, the Client, may be asked to create a user account in the Company's Website/User-Portal. You are responsible for maintaining the confidentiality of your account, password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account. The Company may terminate your password, account (or any part thereof) or use of the Website at any time and for any or no reason. The Company will not be liable to you or any third-party for any termination of your access to the Website.

- The Company will receive and store certain personal information, including but not limited to tax information, that You provide to us in the registration process, whether through our Website or by email. This information may include your name, address, telephone number, social security number, credit card information, birth date, gender, occupation, marital status, email address, and other similar personal or preference data that you provide to the Company. Whether or not You provide such information is completely your own choice. However, You understand that due to the nature of our Service, we cannot provide our Service if you do not provide use with such information.
- You agree that any information you provide to us through the Website and/or User-Portal will be accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete as of the date the information was provided, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right, without limitation, to suspend or terminate your account and to refuse any and all current or future use of the Website (or any portion thereof) and the Services.

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS

5. This Company, its content, and the Services herein are not in any way affiliated with or endorsed by the IRS. The Company offers tax preparation services and is not responsible for refund amounts, timing of refunds, or other activities controlled by the IRS. There is no guarantee that estimates provided are accurate and actual refund amount may differ significantly.
 - Neither the Company nor its representatives are engaged in rendering tax advice, legal advice or services, or other such advice. The Company cannot guarantee the outcome of any tax filing, tax refund, or other products and/or services. The Company cannot make any guarantees other than to deliver information, education, and services purchased as described. The Company strives to ensure all tax returns are accurate, complete, and error-free. However, in the event of an error, Client shall be solely liable for any result (including but not limited to penalties and/or audits) due to errors and/or omissions in information provided by the Client to the Company.
 - Any testimonials or examples shown through Company's Website are only examples of what may be possible. There can be no assurance as to any particular outcome based on the use of the Services. By purchasing, you acknowledge that you are participating voluntarily in Company's Services and that you are responsible for your choices, actions and results, now and in the future.
 - The Company strives to protect Client's information from any unauthorized access, misuse, or disclosure. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of personal and tax information, the Company has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information collected online. However, Client acknowledges that the personal information shared could be accessed or tampered with by a third-party. Client acknowledges that the Company is not responsible for any intercepted information shared through the Website without knowledge or permission. Client releases the Company from any and all claims arising out of or related to the use of such intercepted information in any unauthorized manner. Please refer to the Company's Privacy Policy for further information.

6. This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party outside of information necessary to complete the Services or as may be required by law. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third-party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third-party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the date of purchase shall survive the termination, revocation, or expiration of this Agreement.

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS

7. **GOOD FAITH.** Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
8. **DISCLAIMER OF WARRANTIES.** The Services provided to the Client by the Company under this Agreement are provided on an “as-is” basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.
9. **LIMITATION OF LIABILITY.** By purchasing this Service, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that the Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Services. Client agrees that use of this Service is at user’s own risk.
10. **DISPUTE RESOLUTION.** If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, every controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Wilmington, North Carolina, or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys’ fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.
11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, regardless of the conflict of laws principles thereof.
12. All notices, requests, demands, and other communications under this Agreement shall be in writing submitted to [jmohr\(at\)johnmohrea\(dot\)com](mailto:jmohr@johnmohrea.com).
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS

DISCLAIMERS
BY VISITING WWW.JOHNMOHREA.COM,
YOU ARE CONSENTING TO THE FOLLOWING DISCLAIMERS.

OVERVIEW

By using www.johnmohrea.com, referred to as this “Website” or “Website,” all visitors, referred to as “user,” “you,” and “your,” are bound by this Disclaimer. The terms “we,” “us,” and “our,” refer to JOHN W MOHR III EA (“Company”), owner of www.johnmohrea.com. Accessing this Website constitutes a use of the Website and an acceptance to the Disclaimers provided herein.

The Company makes no representation or warranty that the information provided, regardless of its source (the “Content”), is accurate, complete, reliable, current or error-free. The Company disclaims all liability for any inaccuracy, error or incompleteness. The Content provided on this Website is for general information purposes only and may not apply to you. You should consult one of our experts regarding your individual tax situation.

This Company, its products, and the Content contained herein are not in any way affiliated with or endorsed by the United States Internal Revenue Service (IRS). Neither the Company nor its representatives are engaged in rendering tax advice, legal advice or services, or other such advice.

By participating in and/or reading this Website and/or other Content, including but not limited to blog, digital content, email, webinars, and/or, videos, you acknowledge that the information is provided for educational purposes only. Company cannot guarantee the outcome or accuracy of the Content, free tax estimate, or other products and/or services. The Company cannot make any guarantees other than to deliver information, education, and services purchased as described.

Any testimonials or examples shown through this Website are only examples of what may be possible for you. There can be no assurance as to any particular outcome based on the use of Website, programs and/or services. By visiting, you acknowledge that you are participating voluntarily in using this Website and that you are responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use of any information provided on or through this Website.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE WEBSITE OR SERVICE. ADDITIONALLY, THE COMPANY IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS

PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD-PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL COMPANY CUMULATIVE LIABILITY TO YOU EXCEED \$1000.

THIRD-PARTY RESOURCES

The Website may contain links to third-party Websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third-party Websites or resources. Links to such Websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such Websites or resources.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third-party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of the Terms of Service, or any use by you of the Website. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

RELEASE OF CLAIMS

In no event will the Company be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance on our Website or its Content, or Products. You hereby release the Company from any and all claims including those related to personal or business interruptions, misapplication or information, or any other loss, condition, or issue.

By using this Website, you are agreeing to all parts of the above Disclaimers. If you have any questions, please contact [jmohr\(at\)johnmohrea\(dot\)com](mailto:jmohr(at)johnmohrea(dot)com).

Updated: January 2022

JOHN W MOHR III EA
www.johnmohrea.com
TERMS OF SERVICE, USE & DISCLAIMERS