

Inactive as of acceptance of new terms or 9/9/2024 whichever is applicable.

Updated 11/9/2023

-REVISED 05/01/2024-

Please read these terms and conditions carefully before using Our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Country refers to: Florida, United States

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Mai Solutions LLC, 120 Broadway, Suite 304, Kissimmee, FL 34741. (Address Updated 02/05/2023)

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions agreement has been created partially with the help of the TermsFeed Terms and Conditions Generator.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Service can refer to any digital content of Ours, including but not limited to website, accounting software, Keeper, Front, etc. It will also refer to the professional accounting, administrative and advisory services being provided.

Website refers to Mai Solutions, accessible from www.MaiSolutionsNow.com

You and Client means: the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Engagement

Thank you for letting Mai Solutions, LLC represent you for your Accounting and Administrative needs. We value the relationships we build with our clients and believe that it will be mutually beneficial to have a clear understanding of our engagement.

Scope of Engagement

You have requested our representation for your Accounting and Administrative needs. **The Client will be solely responsible to supply Mai Solutions, LLC all information, materials, data, and documents necessary to perform the services agreed upon.**

The Client acknowledges and agrees that the accuracy of financial information supplied to Mai Solutions, LLC is the sole responsibility of the Client. Mai Solutions, LLC shall not be held responsible for the production of inaccurate financial statements, records, and billings, or any other financial reports if the financial data submitted by the Client is inaccurate, incomplete, etc. **The client is responsible for reviewing all reports to ensure accuracy and all questions must be raised in a reasonable time frame to ensure corrections can be made.** The client is aware that Mai Solutions, LLC is not a CPA firm and cannot certify any financial statements.

Professional Services, Expenses and Other Charges

Our professional fees for Accounting and Administrative services will be determined by the details agreed upon via device. ALL PAYMENTS MADE ARE NON-REFUNDABLE, unless the service is not started and cancelled within 72 hours.

Some clients may be on an old payment plan, depending on the agreement you may be able to keep that payment option, if there are any changes to the current terms you will be notified. If client is invoiced, all invoices are due upon receipt.

In addition to our fees for our professional services, there may be charges for expenses which we incur (such as but not limited to: filing fees, long distance travel or phone calls, filing fees) and for other charges in connection with our engagement (such as but not limited to: copying, faxes, postage, computerized legal research). Expenses incurred will be billed at our current rate (which in some cases may be estimated). Other charges will be billed at amounts which reflect the value of

the service or industry practice. Further detail regarding these expenses and other charges will be furnished upon request.

Payments are due on the first of the month and automatic payments are required from the client. If a payment has not been processed the work for the month will not be started. You will be required to sign up for automatic ACH withdrawals. If you are not able to do this then you can sign up to use a credit card that will have an additional service fee of \$50 will be added to your bill.

Returned charges will be rebilled with a \$25 Returned Charge/Check fee, Late fees may also be applied. Also, we may assess a service charge of \$50 per month on overdue invoices for monthly charged clients and \$25 per week late for weekly billed clients. If you have a returned payment more than once you may be terminated as a client immediately with no recourse, any work unfinished will be the responsibility of the client and NO REFUND will be given if any funds left on account.

Additional services can be added on at time of signing or after you have chosen your base package.

If you choose additional options and the details are left blank you will have to accept the terms in

Client Portal in order for us to begin work. You will see the fees reflected on next bill, unless there is immediate payment required in the terms.

Payroll services have a \$150.00 set up fee which will include setting up your first 10 initial employees, and assisting in enrolling you with EFTPS and the Florida Department of Revenue. If you are located in another state, you will be required to file in your own state for any state/local municipal payroll taxes.

Payment Plans

Payment plans are only available for clients with custom projects over \$1,500.00 in value. A retainer will be required and you will be billed at the schedule agreed upon in writing.

If any payment plan payment is returned the FULL AMOUNT of the balance will be due immediately! A late penalty of \$50 (added monthly) will be added to the bill.

See Package and Pricing details for current pricing below.

Communication Policy

Office hours: **9:00 am - 5:00 pm Monday - Friday**

Accepted methods of communication: **CLIENT PORTAL ONLY**

- Clients are able to call the office line at 407-926-8330, but availability may be limited. Text is to be used for emergencies only.
- If emails are allowed (agreed upon in writing for extenuating circumstances) they will not be acknowledged until our regularly scheduled time to work on that client (meaning we will not read it, respond, or be held accountable for emails sent with deadlines). If you want to communicate you must do it through Client portal. If there is an email that needs to be sent or forwarded that is of an urgent matter you will need to send a text or message through the client portal so that we are made aware.

Average turnaround time: **48 hours** (business days only)

Unacceptable methods of communication: **Personal Cell phones to any employee, agent, or subcontractor of Mai Solutions, LLC.**

Confidentiality

Mai Solutions, LLC, during the course of performing the services hereunder may gain access to certain confidential or proprietary information of the Client. Such "Confidential Information" shall include all information concerning the business, affairs, products, marketing, systems, technology, customers, end-users, financial affairs, accounting, statistical data belonging to the Client and any data, documents, discussion, or other information developed by Mai Solutions, LLC hereunder and any other proprietary and trade secret information of the Client whether in oral, graphic, written, electronic or machine-readable form. Mai Solutions, LLC agrees to hold all such Confidential Information of the Client in strict confidence and shall not, without the express prior written permission of the Client, disclose such Confidential information to third parties. The obligations under this section shall survive termination or expiration of this Agreement.

Limitation of Liability

In no event shall either part be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, damages for loss of profits, incurred by the other party arising out of the services provided under this agreement, even if such party has been advised of the possibility of such damages in no event will neither party's liability on any claim, loss or liability arising out of or connected with this agreement shall exceed the amounts paid to Mai Solutions, LLC during the two (2) month period immediately preceding the event giving rise to such claim or action by the client or the limits of Mai Solutions, LLC's professional liability policy. The Client agrees to hold any disputes in Osceola County, FL.

Indemnification

Each party shall at its own expense indemnify and hold harmless, and at the other party's request defend such party its affiliates, subsidiaries, successors and assigns officers, directors, employees, sublicensees, and agents from and against any and all claims, losses, liabilities, damages, demand, settlements, loss, expenses and costs (including attorney's fees and court costs) which arise directly or indirectly out of or relate to (a) any breach of this Agreement, or (b) the gross negligence or willful misconduct of a party's employees or agents;

Termination of Engagement

If at any time you choose to no longer be represented by Mai Solutions, LLC you must notify us in writing 30 days prior to cancellation date. Failure to provide this written notice will result in continued billing, which the client will be responsible for. (Bills will not be prorated). Means of notification will be in writing via certified mail, email or through the client portal ONLY. Text messaging will not be accepted. (Section revised 05/01/2024).

If any provision of this Agreement shall be held illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect.

Retention of Client Files Policy

Files retained by Mai Solutions will be done so electronically and kept off site. Mai Solutions can hold documentation for any length of time necessary but may choose to destroy/delete at any time, and for any reason. Mai Solutions will only provide information as required by law and at the expense of the client.

- Client/engagement evaluation process, such as but not limited to, signed engagement letters, client acceptance checklists, engagement acceptance approvals, and client disengagement letters, emails and other correspondence between Mai Solutions and Client.
- Administrative records, fee and billing records, as well as any proposal documents.
- Engagement delivery, records retained by Mai Solutions that establish a clear and complete documentation trail of the service the firm was engaged to provide. Documentation may also include analyses performed, evidence and explanation provided by the client, or correspondence that supports the firm's conclusions or findings.
- Engagement closures, such as the firm's deliverables, including reports issued, management's representations, and assertions relied upon by the Accountant/Bookkeeper.
- Additional Documentation: Any documentation requiring signatures or authorizations, tax filings, or documentation required to complete the firm's workload.
- Electronic files and software, such as but not limited to accounting software – Any files created by Mai Solutions will maintain a copy if the firm deems necessary.
- A fee will be charged for any files requested older than one year. Fees will be at the current rate, determined by Mai Solutions, LLC.

Changes to Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Services. All Terms updates will be displayed on the Website.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or

alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

· By email: MaiSolutionsNow@gmail.com

Package and Pricing Details

Bookkeeping Packages:

- **Pro Starter \$127/monthly subscription**
- **Pro Lite \$247/monthly subscription**
- **Pro Go \$347/monthly subscription**
- **Pro Gold \$547/monthly subscription**
- **Pro Premium \$1047/monthly subscription**
- **Custom Varies, Initial invoice will reflect details**

Changes to your specific packages will be reflected on your invoices, Agreed terms are what is listed on your invoice. If you have any questions please reach out prior to making a payment. services outside of the monthly agreement will be billed separately.

Bookkeeping Packages include: - Bank Reconciliations - Maintaining Data feeds into your accounting application - Limited QuickBooks support - Client Portal for secure message and file share - Monthly Review of financial statements (with additional 30 min to review with client for further explanations). - Cash Basis Accounting - Report pack for Client and Tax accountant review - Any work that is out of this scope will be billed at either a flat rate or the current hourly rate based on the work needed. All work is also subject to limitations, determined by Mai Solutions. - Clients are required to review all data for accuracy.

Payroll Options:

- **Payroll set up fee \$150**
- **Payroll Go \$65 / Month**
- Starting at \$65/month for clients who have a bookkeeping package selected.
- **Payroll Gold \$90 / Month**

- Starting at \$90/month for clients who only want payroll and do not have a bookkeeping package with Mai Solutions.

Payroll Packages include: - Payroll Service using Run Payroll Online Software - Direct Deposit for your employees (2-day processing)-NEXT DAY NOT AVAILABLE - Online access of employee paystubs and W-2s for employees - Preparation and payment of required reports to tax authority - Preparation of annual payroll summaries (for year ended) - Preparation of payroll audit for Work Comp State department (FL Only). Others will be billed separately. - QuickBooks Payroll options may be available ask for more details.

- **- Payroll is billed automatically and separate from payroll**
- **- \$5 each additional employee over 10 employees**
- **- W-2's - \$75 base fee plus \$5 per form**
- **- 1099's - \$100 base fee plus \$5**
- **- Cancellation and other fees may occur**

Hourly Rates (Some rates may not be listed):

- ***Vary based on services provided \$60-\$250/hr***
- ***QuickBooks Training \$450 per individual - Session Time Varies Based on course outline***
- **Strategy Session for workflow processes and Systems \$250**
- Want to ensure that your office workflow is the most effective process in ensuring your accounting is getting done right? This is a 1-on-1 conversational meeting on your current processes and how we can strategize to make your system smooth and worry free! Written instructions for your team will be provided after meeting.
- **Chart of Accounts review and clean-up \$250**
- Not sure if your financial statements are reading correctly? Ensuring your chart of accounts is set up properly is key and the first step to staying on top of you finances efficiently. We can review your chart of accounts and help guide you on cleaning up and moving transactions to the correct categories.
- **Financial statements review and clean-up \$500**
- Not sure if you bookkeeping has been done right all year? Want someone to review and point out where corrections are needed? If you feel confident to make the changes yourself, but want a fresh set of eyes to review, we can help! Healthy Financial statements and correct reporting to the IRS and states are key to ensuring you are heading in the right direction.