TERMS OF SERVICE

Effective Date: March 16, 2026
Last updated: March 16, 2026

1. Acceptance of Terms

These Terms of Service ("Agreement") govern all services provided by SOF Ledger LLC ("SOF Ledger," "we," "our," or "us") to the individual or business entity ("Client," "you," or "your"). By requesting services, signing an engagement letter, submitting payment, or granting SOF Ledger LLC access to your financial systems, you agree to be bound by this Agreement.

If you do not agree to these Terms of Service, you must not engage SOF Ledger LLC for any services.

2. Definitions of Terms

"Agreement" refers collectively to this Terms of Service, the executed Engagement Letter between the Client and SOF Ledger LLC, and any addendums, schedules, authorization forms, or documents referenced therein. All such documents together constitute the full and binding agreement between the parties.

"SOF Ledger LLC," "we," "our," or "us" refers to SOF Ledger LLC, its owners, employees, contractors, and authorized agents.

"Client," "you," or "your" refers to the individual or business entity receiving services from SOF Ledger LLC, including its owners, officers, partners, managers, employees, and authorized representatives.

"Services" refers to all bookkeeping, cleanup, reconciliation, assessment, financial organization, and ongoing maintenance services provided by SOF Ledger LLC, as specifically described in a signed engagement letter or written proposal.

"Scope of Work" refers to the explicit list of Services SOF Ledger LLC agrees to perform, as outlined in the signed engagement letter or written proposal. The Scope of Work does not include any service not expressly listed in writing.

"Initial Evaluation Service Fee" refers to the mandatory, non-refundable fee charged by SOF Ledger LLC prior to performing any review, evaluation, or analysis of the Client's financial records or accounting systems. This fee is not a deposit and is not automatically applied toward future services unless expressly stated in writing.

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"Documentation" refers to all financial records and related information required by SOF Ledger LLC to perform Services, including but not limited to bank statements, credit card statements, invoices, receipts, payroll reports, accounting system access, and any other supporting records.

"Deliverables" refers to any reports, reconciliations, summaries, spreadsheets, or other outputs produced by SOF Ledger LLC in the course of providing Services.

"Work Product" refers to any templates, reconciliations, workflows, notes, analyses, configurations, or financial structures created by SOF Ledger LLC in the process of performing Services. Work Product remains the property of SOF Ledger LLC until all outstanding balances are paid in full.

"Suspension" refers to a temporary halt of Services initiated by SOF Ledger LLC due to non-payment, lack of Documentation, unresponsiveness, dishonesty, or breach of this Agreement.

"Termination" refers to the complete discontinuation of Services under this Agreement by either the Client or SOF Ledger LLC.

"Chargeback" refers to any attempt by the Client to reverse or dispute a payment through a bank, credit card company, or payment processor.

"Arbitration" refers to the binding dispute resolution process required under this Agreement, conducted exclusively in Lexington County, South Carolina.

3. Scope of Work (Iron-Clad)

SOF Ledger LLC will perform only those Services explicitly listed in the signed engagement letter or written proposal.

No verbal statements, assumptions, expectations, or prior conversations shall modify or expand the Scope of Work.

The Client acknowledges and agrees that the following are outside the Scope of Work unless explicitly stated in writing and agreed upon as a separate engagement:

- Tax preparation or filing of any tax returns;
- Legal advice or legal representation;
- Payroll setup or payroll tax filing;

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- Insurance compliance or regulatory filings;
- Financial forecasting, budgeting, or projections;
- Audit support, attestation, or assurance services;
- Debt negotiations, collections, or banking negotiations.

Any additions, changes, or expansions to the Scope of Work require:

1. A separate written Agreement or addendum; and
2. Additional fees, as determined solely by SOF Ledger LLC.

SOF Ledger LLC is under no obligation to perform any Services not explicitly documented and signed by both parties.

4. Client Responsibilities

The Client agrees to:

- Provide complete and accurate Documentation as requested by SOF Ledger LLC;
- Provide access credentials (such as logins, view-only access, or account connections) necessary to perform the Services;
- Respond to questions, clarification requests, and approval requests within five (5) business days;
- Maintain lawful financial practices and business operations;
- Notify SOF Ledger LLC promptly of any significant changes to banking, payroll, accounting systems, or business structure.

The Client acknowledges that:

- SOF Ledger LLC is not responsible for delays, errors, penalties, or inaccuracies caused by missing, incomplete, false, or late-provided Documentation;
- Any failure to cooperate as required in this section may result in Suspension or Termination of Services at the discretion of SOF Ledger LLC.
- Failure to respond within five (5) business days constitutes non-responsiveness under this Agreement.

5. Scheduling, Timelines & Workflow Control

All Services and Deliverables are scheduled based on the timely cooperation and responsiveness of the Client.

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SOF Ledger LLC retains full discretion to:

- Adjust timelines and delivery dates based on when Documentation is received;
- Reprioritize work based on workload, complexity, and Client responsiveness;
- Decline to commit to hard deadlines if the Client has not met Documentation or communication requirements.

Delays caused by the Client— including late Documentation, unresponsiveness, or changes mid-engagement—do not constitute delays by SOF Ledger LLC, and no refunds or credits will be issued as a result.

6. Service Suspension

SOF Ledger LLC reserves the right to suspend Services immediately and without prior notice if the Client:

- Fails to pay any invoice when due;
- Fails to provide required Documentation, access, or information;
- Becomes unresponsive for five (5) business days or more;
- Provides falsified, misleading, or manipulated financial records;
- Engages in dishonest, fraudulent, or illegal activity;
- Breaches any term of this Agreement.

During Suspension:

- No work will be performed;
- No Deliverables will be provided;
- No deadlines or timelines will be honored;
- Fees for the billing period remain due and payable.

Services may resume only after, and if, SOF Ledger LLC determines that the cause of Suspension has been fully resolved and all outstanding amounts have been paid in full.

7. Fees, Payments & Billing

All invoices, Agreements, and any amounts due under this Agreement issued or referenced by SOF Ledger LLC are due upon receipt unless a different due date is stated in writing on such invoice or Agreement.

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Invoices, Agreements, or any amounts due under this Agreement not paid within five (5) calendar days of the due date are considered past due.

A late fee of five percent (5%) of the outstanding balance will be applied to any payment not received within ten (10) calendar days after the due date.

All fees, including monthly service fees, late fees, and outstanding balances, will continue to accrue until SOF Ledger LLC receives the Client's thirty (30) days' written notice of termination as required under this Agreement. Charges do not cease based on lack of use, non-communication, or assumption of cancellation. Only upon receipt and acknowledgement of the required written notice will future billing cease at the conclusion of the thirty (30) day notice period.

If a scheduled billing or payment date falls within the thirty (30) day termination notice period, the full invoice for that billing cycle remains due and payable. The thirty (30) day notice period does not waive, reduce, prorate, or eliminate any fees owed for the current or upcoming billing cycle.

SOF Ledger LLC reserves the right to:

- Withhold Deliverables and pause all Services until payment is received in full;
- Apply payments first to the oldest outstanding invoices and then to current charges;
- Assess additional administrative fees for repeated late payments;
- Suspend Services in accordance with Section 6 (Service Suspension);
- Send delinquent accounts to collections without additional notice.

Client is responsible for ensuring payment methods remain valid and up to date.

Payment failure due to expired cards, insufficient funds, or banking restrictions does not constitute a valid delay or dispute.

The Client is responsible for all costs associated with the collection of unpaid amounts, including but not limited to attorney fees, arbitration costs, court fees, and third-party collection agency fees.

8. Growth Clause — Transaction Volume Based

If the Client's monthly transaction volume increases by twenty percent (20%) or more compared to the baseline established at the time of engagement, SOF Ledger LLC reserves the right to reevaluate and adjust the Client's monthly service fee.

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Transaction volume includes all activity across every connected or provided financial account, including but not limited to bank accounts, credit cards, loan accounts, payment processors, and payroll-related entries.

Any fee adjustment will be communicated in writing and will take effect at the beginning of the next billing cycle. Continued use of Services after written notice constitutes acceptance of the adjusted fee.

Failure to agree to adjusted pricing may result in Suspension or Termination of Services in accordance with this Agreement.

9. Initial Evaluation Services (Non-Refundable)

Before conducting any review, evaluation, or analysis of the Client's financial records, accounting system, bank statements, or other documentation, SOF Ledger LLC requires payment for the applicable Initial Evaluation Service.

Initial Evaluation Services may include, but are not limited to: Diagnostic Consultation, Scope Assessment, or Forensic Review.

The Client acknowledges and agrees that:

- Fees for Initial Evaluation Services are mandatory for any review or evaluation of the Client's financial records or accounting systems;
- Fees for Initial Evaluation Services are non-refundable under all circumstances;
- Payment for an Initial Evaluation Service is not a deposit and is not automatically applied toward any future Services, cleanup work, advisory services, or monthly bookkeeping;
- No review, proposal, or analysis will be conducted until the applicable Initial Evaluation Service fee has been paid in full.

10. Strict Refund Policy (No Refunds)

All fees paid to SOF Ledger LLC are 100% non-refundable. This includes, but is not limited to:

- Fees for Initial Evaluation Services, including but not limited to Diagnostic Consultations, Scope Assessments, or Forensic Reviews;
- Monthly bookkeeping or maintenance fees;
- Cleanup or catch-up fees;
- Project-based fees;

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- Deposits or retainers of any kind;
- Advisory or consulting fees.

Refunds will not be issued under any circumstances, including but not limited to:

- Client's change of mind or change of business direction;
- Client's failure to provide Documentation or access in a timely manner;
- Internal disagreements among owners, partners, or board members;
- Client's business closure, sale, or restructuring;
- Client dissatisfaction not caused by SOF Ledger LLC's failure to perform the explicit Scope of Work;
- Discomfort with the accuracy, clarity, or implications of financial findings;
- Disorganized, incomplete, or inaccurate records discovered after Services begin;
- Termination of this Agreement due to Client's breach, dishonesty, or illegal activity.

By engaging SOF Ledger LLC, the Client acknowledges that all payments are final and non-refundable.

11. Chargeback & Payment Dispute Prohibition

The Client agrees that chargebacks, bank disputes, and payment reversals are strictly prohibited as a method of resolving dissatisfaction or disputes.

Client agrees that service dissatisfaction does not constitute grounds for a chargeback under any bank or processor policy.

Attempting or initiating a chargeback, bank dispute, or payment reversal for Services rendered or Work Product delivered constitutes a material breach of this Agreement and may be treated as fraudulent activity.

If the Client initiates a chargeback or payment dispute:

- All Services will be terminated immediately;
- All Work Product and Deliverables will be withheld;
- The Client will remain liable for the full outstanding balance;
- A $150 administrative fee will be added to the Client's account;
- The Client will be responsible for all processor, bank, legal, arbitration, and collections-related fees incurred by SOF Ledger LLC;

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- SOF Ledger LLC may report the incident to appropriate financial institutions and terminate the Client relationship permanently.

By proceeding with any payment to SOF Ledger LLC, the Client acknowledges and accepts this Chargeback & Payment Dispute Prohibition in full.

12. Access Revocation

SOF Ledger LLC may revoke the Client's access to Work Product, Deliverables, shared folders, portals, and any other systems used in the course of providing Services if the Client:

- Initiates a chargeback or payment dispute;
- Fails to pay any invoice when due;
- Breaches any provision of this Agreement;
- Engages in dishonest, fraudulent, or illegal activity.

Upon revocation of access:

- All outstanding fees and charges become immediately due;
- SOF Ledger LLC has no further obligation to provide access or Deliverables;
- SOF Ledger LLC shall not be liable for any losses, penalties, or damages incurred by the Client as a result of access revocation.

Revocation of access shall not be considered a breach of this Agreement by SOF Ledger LLC.

13. Data Ownership & Work Product

The Client's original financial records, such as bank statements, receipts, and invoices, remain the property of the Client.

All Work Product created by SOF Ledger LLC—including templates, reconciliations, spreadsheets, analyses, categorizations, workflows, and reports—remains the property of SOF Ledger LLC until all outstanding balances owed by the Client have been paid in full.

SOF Ledger LLC is not obligated to release any Work Product, Deliverables, or configurations if the Client's account is not in good standing.

SOF Ledger LLC retains the right to maintain copies of Work Product and Client Documentation as needed for legal, compliance, and recordkeeping purposes.

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14. Accuracy, Integrity & Lawful Conduct

The Client is solely responsible for the accuracy, completeness, and legality of all Documentation and financial data provided.

The Client agrees that:

- SOF Ledger LLC does not perform audits and is not engaged to detect fraud, embezzlement, or other illegal acts;
- SOF Ledger LLC will rely on the Documentation provided by the Client without independent verification;
- The Client will not knowingly provide falsified, incomplete, or misleading information.

If SOF Ledger LLC discovers or reasonably suspects manipulation of financial data, concealment of transactions, or illegal activity, SOF Ledger LLC may immediately terminate this Agreement without refund and may refuse to provide further Services or cooperation.

SOF Ledger LLC assumes no liability for penalties, fines, audits, or legal consequences arising from the Client's past, current, or future actions or omissions.

15. Non-Solicitation of Personnel

For a period of twelve (12) months following the termination of Services, the Client agrees not to hire, solicit, or attempt to engage, directly or indirectly, any employee, contractor, or subcontractor of SOF Ledger LLC without SOF Ledger LLC's prior written consent.

If the Client violates this non-solicitation provision, the Client agrees to pay SOF Ledger LLC liquidated damages equal to twelve (12) months of the affected individual's billable rate, as reasonably determined by SOF Ledger LLC.

16. Compliance With Law

The Client is solely responsible for ensuring that all financial activities and business practices comply with applicable federal, state, and local laws and regulations.

SOF Ledger LLC does not provide legal advice or regulatory compliance services.

SOF Ledger LLC is not responsible for:

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- Penalties, fines, or interest assessed by tax authorities, regulatory agencies, or other entities due to the Client's actions or omissions;
- The financial consequences of Client decisions, classifications, or reporting made before, during, or after the provision of Services.

17. Limitations of Liability

To the fullest extent permitted by law, SOF Ledger LLC shall not be liable to the Client or any third party for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or relating to this Agreement or the Services provided, including but not limited to:

- Loss of profits, revenue, or business opportunities;
- Penalties, interest, or fees assessed by tax authorities or regulators;
- Losses caused by inaccurate Documentation supplied by the Client;
- Bank errors, third-party software failures, or system outages.

In all cases, SOF Ledger LLC's total aggregate liability for any claim arising from or relating to this Agreement shall be limited to the total amount of fees actually paid by the Client to SOF Ledger LLC during the thirty (30) days immediately preceding the event giving rise to the claim.

18. Termination

SOF Ledger LLC may terminate this Agreement immediately, with or without prior notice, if the Client:

- Fails to pay any amount when due;
- Provides falsified or misleading Documentation;
- Engages in dishonest, fraudulent, or illegal conduct;
- Repeatedly fails to provide required Documentation or respond within the expected timeframes;
- Breaches any material provision of this Agreement;
- Non-responsiveness beyond five (5) business days may, at the sole discretion of SOF Ledger LLC, constitute grounds for immediate termination;

The Client may terminate this Agreement by providing **thirty (30)** days' written notice to SOF Ledger LLC. However, no refunds will be issued for any fees already paid, and all outstanding amounts remain due and payable.

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Upon Termination for any reason:

- SOF Ledger LLC is relieved of all further obligations to perform Services;
- The Client remains responsible for all unpaid balances;
- SOF Ledger LLC may retain copies of Documentation and Work Product for recordkeeping and legal purposes;
- Termination by the Client does not release the Client from any outstanding financial obligations owed to SOF Ledger LLC;

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of law principles.

20. Mandatory Binding Arbitration (Lexington County, SC)

All disputes, claims, or controversies arising out of or relating to this Agreement, the Services, payments, or any interaction between the Client and SOF Ledger LLC shall be resolved exclusively through binding arbitration in Lexington County, South Carolina.

The Client agrees that:

- Arbitration is the sole and exclusive method of dispute resolution;
- No lawsuit or court action may be filed by the Client unless arbitration has first been completed;
- The arbitrator will be selected by SOF Ledger LLC or pursuant to an agreed-upon arbitration service;
- Each party shall be responsible for its own legal fees and costs, unless otherwise required by law;
- The arbitrator's decision shall be final, binding, and not subject to appeal.
- The Client waives any right to participate in a class action or class arbitration.

The Client further agrees not to use chargebacks, payment disputes, or bank reversals as a substitute for arbitration. Any such attempt shall constitute a breach of this Agreement, and SOF Ledger LLC reserves the right to recover all costs associated with defending against such actions.

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21. Agreement Acceptance

By signing an engagement letter, paying an invoice, submitting payment for an Initial Evaluation Service, providing Documentation, or continuing to use the Services of SOF Ledger LLC, the Client acknowledges that they have read, understood, and agree to be bound by this Agreement in full.

This Agreement is binding upon the Client, the Client's business entity, and all owners, officers, partners, managers, and authorized representatives associated with the Client's business.

22. Contact Information

For any questions regarding this Agreement or the Services provided, the Client may contact:

Brian Woogerd
Principal & Founder

SOF Ledger LLC
Email: support@sofledger.com
Phone: *(803)403-1130*
Website: https://www.sofledger.com