Crystal Clear Endeavors LLC
Universal Terms of Use, Terms of Service, Legal Policies & Client Engagement Agreement
Effective Date: May 20, 2015
Last Updated: September 19, 2026

This Universal Agreement ("Agreement") governs your access to and use of any services, websites, products, programs, memberships, education, consulting, materials, resources, tools, or communication provided by **Crystal Clear Endeavors LLC**, a North Carolina limited liability company, and **all brands, divisions, affiliates, successors, and DBAs**, including but not limited to:

- **Crystal Clear Tax™**
- **Crystal Clear Bookkeeping™**
- **Crystal Clear Notary™**
- **Crystal Clear Enterprises™**
- **Crystal Clear Estate Planning™**
- **Accountique™ Tax Strategy & Wealth System**
- **Crystal Clear Financial Education Programs**
- **Any future divisions or assignments of Crystal Clear Endeavors LLC**

Collectively referred to in this Agreement as **"the Company," "we," "us," or "our."**
The term **"Client," "you," or "your"** includes any person, entity, representative, or authorized user who engages with the Company.

LEGAL NOTICE OF BINDING AGREEMENT

This Agreement constitutes a **binding legal contract** between you and the Company. By accessing our websites, submitting payment, booking a service, participating in a consult or meeting, entering into a proposal, purchasing a digital product, downloading materials, enrolling in any membership or program, or continuing business with the Company in any capacity, **you agree to be bound by this Agreement without modification.**

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If you **do not agree** to any part of this Agreement, **do not access or use our services.**

SCOPE OF THIS AGREEMENT

This Agreement applies to all of the following, without limitation:

- Professional services (tax, bookkeeping, consulting, entity formation, strategy, notary, estate planning, advisory, training)
- Digital products, forms, templates, intellectual property, and downloads
- Membership programs and subscriptions
- Virtual and in-person events or education
- Email, SMS, portal systems, booking systems, cloud document storage and client portals
- Videos, recordings, transcripts, AI-generated summaries, and digital communications
- Websites, platforms, landing pages, CRM systems, scheduling portals, and community platforms (including SuiteDash, GHL/Agent CRM, Notion, Circle, Zoom, Calendly and others)
- Any service or interaction involving Crystal Clear Endeavors LLC and any of its brands

This Agreement **automatically applies** to **all future services** provided to you unless replaced by a newer version posted by the Company.

BUSINESS RELATIONSHIP

You acknowledge that:

- **No employee-employer relationship is created.**
- **The Company is engaged as an independent contractor.**

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- **We reserve the right to refuse service** to any individual or business at our discretion.
- Communication through **email, phone, SMS, client portal, social media, or Zoom** still falls under this Agreement.

NO PROFESSIONAL LEGAL OR INVESTMENT ADVICE

The Company provides **tax preparation, planning, bookkeeping, entity strategy, and financial education**, which may include general legal or financial discussions. **However, we do not provide legal, financial, or investment advice.**

Clients are strongly encouraged to seek legal counsel or investment professionals for matters requiring state or federal legal filings, litigation opinions, contracts, securities, or investments.

IRS CIRCULAR 230 DISCLOSURE (Required Tax Disclaimer)

In accordance with U.S. Treasury Regulations (Circular 230), you acknowledge the following:

> **Any U.S. federal tax advice contained in this Agreement, our website, emails, consultations, or any communication with the Company is not intended to be used and cannot be used (i) to avoid tax-related penalties under the Internal Revenue Code, or (ii) to promote, market, or recommend any tax-related matters to another person or entity without written authorization.**

All tax strategies require **complete and accurate documentation** and **individualized analysis** to determine eligibility.

ACCEPTANCE OF TERMS

By doing any of the following, you legally accept this Agreement **without needing to sign it**:

- Visiting any Company website
- Scheduling an appointment

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- Submitting business or personal documents
- Making a payment or signing a proposal
- Accessing any service, product, program, portal, or membership
- Continuing to engage with the Company after notice of updated terms

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1. ELIGIBILITY & BUSINESS USE NOTICE

You must be at least 18 years old and legally able to enter into contracts to engage with the Company. If you are accessing services on behalf of an entity, organization, business, or partnership, you affirm that you are authorized to bind that entity to this Agreement.

The Company's services are intended for legitimate business and financial use only. You agree not to engage in any fraudulent activity, misrepresentation, or attempt to deceive federal, state, or financial institutions using documents, reports, tax filings, or strategic outputs prepared by the Company.

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2. SERVICES COVERED UNDER THIS AGREEMENT

This Agreement governs all services provided by the Company, including but not limited to:

- Tax Preparation (Individual, Business, Federal, State)
- Tax Planning & Strategy
- Business Entity Structure Consulting
- Bookkeeping, Financial Records, Cleanup, Catch-Up
- Business Consulting & Profit Strategy
- IRS/State Notices & Correspondence Support

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- Tax Resolution (for qualifying clients)
- Educational Programs, Trainings, Workshops
- Estate Planning Education & Strategy (non-legal)
- Document Preparation (non-legal)
- Notary Services (traditional & remote per state law)
- Contracted Advisory & Retainer Relationships
- Monthly, Quarterly, or Annual Service Plans
- Membership Programs (including Accountique™)
- Digital Products (templates, spreadsheets, video lessons)
- Client Portal Systems & Online Platforms
- Any add-on or custom services requested by the Client

This Agreement **automatically applies** to **any service** purchased, accepted, or used by the Client even if not specifically listed here.

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3. CLIENT RESPONSIBILITIES

To receive services, the Client agrees to:

- Provide complete and accurate information.
- Respond to requests for documentation by deadlines.
- Provide access to accounting software, tax portals, or secure drives if applicable.
- Refrain from withholding material information that affects service outcomes.

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- Promptly notify the Company of any notices from the IRS or state agencies.
- Maintain access to email, portals, or secure communication platforms used for service delivery.

The Client is solely responsible for the accuracy of all data and documents provided. The Company is not responsible for penalties, interest, disallowed deductions, rejected filings, or errors caused by missing, false, outdated, or incomplete information provided by the Client.

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4. SERVICE DELIVERY TIMING & DEADLINES

The Company is committed to providing high-quality, timely service but will not be held liable for delays caused by:

- Failure of Client to provide required documents
- Banking or financial institution delays
- Government delays, rejections, shutdowns, system outages
- Technology failures or portal lockouts
- Acts of Jehovah or circumstances beyond our control

Rush fees may apply to last-minute requests or expedited work. The Company reserves the right to decline work if deadlines are unreasonable or if Client delays make completion impossible.

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5. COMMUNICATION POLICY

The Client agrees to communicate professionally with all Company personnel and contractors. Harassment, abusive language, threats, or hostility will result in immediate termination of all services, forfeiture of payments, and potential legal reporting if necessary.

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Communication channels include email, secure client portal, SMS (optional), Zoom, and CRM messaging. The Company does not guarantee availability outside of standard business hours unless specified under a paid retainer.

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6. PAYMENT TERMS

All fees must be paid according to the terms listed on invoices, proposals, service plans, portal agreements, booking forms, or checkout pages. Work will not begin until payment is received unless explicitly stated otherwise in writing.

Acceptable payment methods include debit/credit card, ACH transfer, approved payment processor, or financing options when available. The Client agrees to keep a valid payment method on file for recurring services.

If a payment fails, is declined, or becomes past due:

- Service delivery **will pause immediately**.
- Late fees may apply.
- Account access may be revoked until the balance is paid.
- The Company reserves the right to send unpaid balances to **collections**.

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7. NO REFUNDS – ALL SALES FINAL

All payments made to the Company are **non-refundable**, including:

- Tax preparation fees
- Strategy fees
- Consulting sessions
- Monthly/annual service plans

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- Digital products
- Memberships
- Notary services
- Estate planning education services
- Any paid service, whether used or unused

Deposits and retainers are also **non-refundable** and may be credited toward future services exclusively at the Company's discretion.

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8. NO CHARGEBACKS – DISPUTE POLICY

By entering into this Agreement, the Client **waives the right to file a chargeback** with their bank, card issuer, PayPal, Stripe, or other payment processor. Any attempt to dispute a payment after services have begun or products have been delivered is considered **fraudulent and a breach of contract**.

If a chargeback is filed:

- All access and services will be terminated immediately.
- The Client will be blacklisted from future services.
- Evidence will be submitted to fight the dispute.
- The account may be sent to collections.
- Legal action may be pursued for damages and contract breach.

All billing disputes **must** be addressed by emailing disputes@crystalclear-tax.com **before** taking any outside action.

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9. SERVICE CANCELLATION & TERMINATION

This Agreement stays in effect throughout the duration of services. Either party may cancel future service by providing written notice according to the cancellation rules listed below:

- **Monthly plans:** written notice 90 days before next billing date
- **Quarterly plans:** written notice 90 days before next billing date
- **Annual plans:** commitment for full term, no mid-term cancellations
- **Engagement-based services:** once work starts, contract cannot be canceled

The Company may terminate this Agreement immediately for:

- Abusive, rude, or hostile conduct
- Fraudulent behavior
- Illegal activity
- Unpaid balances
- Violation of this Agreement

Amounts already paid are **not refundable after termination or for any reason**.

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10. CLIENT COOPERATION REQUIREMENT

The Client must participate in the service process in good faith. Failure to provide documents, respond in a reasonable timeframe, or follow required instructions may result in delays or termination of service.

If the Client becomes unresponsive for 14 days or longer, the project may be deemed abandoned. No refunds will be provided for abandoned projects.

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11. CONFIDENTIALITY OF CLIENT INFORMATION

The Company will maintain the confidentiality of all non-public personal and business information provided by the Client, except as required by law, court order, IRS or state agency request, or to defend against accusations involving the Client. Confidential information may be shared internally with authorized staff and vetted contractors solely for the purpose of delivering services.

The Client agrees that the Company may securely store information electronically, including through encrypted client portals, CRM systems, document storage systems, and communication tools.

The Client also agrees:

- The Company is not liable for third-party platform breaches (e.g. tax software, client portals, banks, file storage providers).
- The Client is responsible for safeguarding access credentials, passwords, and document access links.
- The Client authorizes the Company to communicate and transfer documents electronically.

11A. REMOTE ADMINISTRATIVE AND DATA PROCESSING SUPPORT; TAX RETURN INFORMATION

The Company may utilize employees, independent contractors, technology providers, and administrative support personnel located within or outside the United States to assist with clerical, administrative, data-entry, document-processing, bookkeeping support, technology, and other mechanical functions related to the services provided under this Agreement.

Remote support personnel do not independently provide tax advice, interpret tax law, determine the tax treatment of transactions, determine eligibility for deductions or credits, select tax positions or elections, or make other substantive tax determinations on behalf of Clients unless the individual is separately authorized and qualified to perform those services.

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All substantive tax positions, tax strategies, classifications, elections, deductions, credits, and other professional tax determinations are made or reviewed by Crystal Clear Tax. The signing tax return preparer retains responsibility for the final review of the return and for the return issued under the signing preparer's name and PTIN.

Authorized remote personnel may be granted access to tax, accounting, financial, or other Client information only to the extent reasonably necessary to perform assigned support functions. Access is subject to the Company's confidentiality, privacy, information-security, and access-control requirements.

Where personnel located outside the United States require access to tax return information, the Company will comply with applicable federal disclosure, consent, confidentiality, and data-security requirements, including Internal Revenue Code Section 7216 and related Treasury Regulations. Where a separate taxpayer consent is required by law, including certain disclosures involving individual income tax return information, that consent will be obtained separately before the applicable disclosure occurs. Acceptance of this Agreement does not replace any separate consent required by law.

The Company may use professional tax, accounting, document-management, communication, and cloud-based technology platforms, including ProConnect Tax and similar systems, to perform services. The location of a technology platform or its servers does not, by itself, determine whether a separate taxpayer consent is required; the Company will apply applicable requirements based on the nature of the information, the service being performed, and the location and role of the person receiving access.

12. COMPANY CONFIDENTIALITY & NON-DISCLOSURE (NDA PROTECTION)

All Company documents, strategies, intellectual property, methods, templates, worksheets, spreadsheets, workflows, tax strategy systems, business structures, entity stack planning, estate planning frameworks, AI-generated briefs, videos, training materials, and processes are proprietary and may not be shared, sold, disclosed, duplicated, or distributed without written permission.

The Client agrees:

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- Not to use the Company's intellectual property to compete.
- Not to share Company materials with third parties.
- Not to upload Company content into AI systems for model training.
- Not to reverse engineer, extract frameworks, or redistribute educational or strategic content.
- To pay damages and legal fees if this NDA is violated.

This NDA survives termination of this Agreement indefinitely.

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13. RECORDING & COMMUNICATION CONSENT

For purposes of service delivery, training, documentation, and quality assurance, the Client acknowledges and agrees:

- Zoom meetings, phone consultations, and screen shares **may be recorded**.
- AI tools may be used to generate **client briefs, summaries, and transcripts**.
- These recordings and transcripts may be stored securely and shared internally only.
- Client communications may be retained for documentation purposes.

Recordings with confidential information **will never be published publicly** without explicit written consent from the Client. We may use non-confidential information as we see fit.

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14. DATA STORAGE & FILE MANAGEMENT

The Company may retain copies of tax documents, financial records, transcripts, communications, and files for compliance and internal recordkeeping. However:

- The Client is solely responsible for maintaining their own permanent records.

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- The Company is **not obligated to retain documents** after the engagement period ends.
- Retrieval of archived documents may incur an administrative fee.
- The Company may purge files from storage systems after 3 years unless retention is required by law.

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15. NO ATTORNEY-CLIENT RELATIONSHIP

Nothing in this Agreement creates an attorney-client relationship. The Company does not provide legal services unless under a separate contract with a licensed attorney providing those services. Clients are responsible for obtaining their own legal review of contracts, estate plans, entity documents, or complex transactions.

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16. IRS CIRCULAR 230 & TAX COMPLIANCE DISCLOSURE

In accordance with U.S. Treasury Regulations (Circular 230), any tax advice provided by the Company, whether verbal or written, is **not intended or written to be used**, and **cannot be used** by any taxpayer **for the purpose of**:

1. Avoiding penalties under the Internal Revenue Code, or
2. Promoting, marketing, or recommending to another party any tax-related matter.

Tax strategies require individual analysis, proper documentation, and full compliance with IRS regulations. The Client acknowledges that:

- Tax outcomes are dependent on the accuracy and completeness of the information provided.
- The Company will not submit any return or strategy without supporting documentation.
- Positions taken must comply with IRS Reasonable Basis or Substantial Authority standards.

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- The Client is responsible for maintaining tax, financial, and business records to support filings.

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17. AUDIT PROTECTION (WHEN APPLICABLE)

The Company offers audit support **only for tax returns originally prepared and e-filed by Crystal Clear Tax™** and covered under a valid Protection Plus Audit Assistance Program, if included.

Audit Protection **does not cover**:

- Tax returns previously prepared by another tax preparer.
- Amended returns unless covered under a separate agreement.
- Fraudulent filings or omitted income.
- Audit-triggered tax balances, penalties, or interest.
- Audit support beyond written correspondence response unless specified in writing.

If the Client receives an IRS or state notice:

- The Client must notify the Company **within 10 days** of receipt.
- The Company is not responsible for consequences caused by delayed notification.

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18. DIGITAL PRODUCTS & EDUCATIONAL PROGRAMS

The following terms apply to digital products and educational services:

- All sales are **final and non-refundable**.

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- Access may be revoked for violation of this Agreement.
- Redistribution or sharing of materials is strictly prohibited.
- The Client receives a license for **personal or internal business use only**.
- The Company does not guarantee results from educational materials.

Certain content may expire or evolve as laws and business practices change. The Company is not obligated to update previously delivered materials.

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19. MEMBERSHIPS, SUBSCRIPTIONS & PROGRAM ACCESS

By enrolling in any subscription, plan, or membership, including Accountique™, the Client:

- Agrees to recurring billing until cancellation.
- Authorizes automatic payments using the method on file.
- Understands that **missed payments result in suspension or termination of access**.
- Acknowledges that **there are no refunds** for partial periods or unused time.
- Agrees to community standards of professional conduct.

The Company reserves the right to remove any member for:

- Disrespectful behavior
- Harassment or abuse of community members
- Theft of content or intellectual property
- Attempting to solicit or compete within Company communities

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20. ACCOUNT SECURITY & PORTAL ACCESS

Client portal and content access is a privilege, not a right. The Client must:

- Keep login credentials secure and private.
- Use portals only for authorized purposes.
- Not share portal access with outside parties.

The Company may terminate access **without notice** for security violations or non-payment. The Company is not responsible for lost files due to third-party outages or platform transitions.

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21. INTELLECTUAL PROPERTY RIGHTS

All materials provided by the Company, including but not limited to business frameworks, tax strategy models, entity structure designs, spreadsheets, templates, calculators, standard operating procedures (SOPs), AI-generated summaries, video trainings, course content, written strategy plans, and proprietary methods, are the exclusive property of **Crystal Clear Endeavors LLC** and are protected by U.S. copyright and trade secret law.

The Client receives **a limited, non-exclusive, non-transferable license** for personal or internal business use only. The Client may **not**:

- Copy, share, sell, sublicense, or distribute Company intellectual property.
- Publish Company materials online or offline.
- Use Company materials to build or sell competing products or services.
- Claim ownership of Company intellectual property.
- Use Company intellectual property to train AI models or tools.

Violation of this clause may result in **civil legal action**, **injunctive relief**, and **financial damages**.

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22. NON-DISPARAGEMENT & BUSINESS REPUTATION PROTECTION

The Client agrees not to engage in any behavior or communication that intentionally harms the reputation of the Company, including:

- False or misleading statements
- Online review manipulation
- Social media defamation
- Hostile public statements
- Encouraging others to post negative content

If the Client has a concern, they must submit it in writing to disputes@crystalclear-tax.com and allow the Company 10 business days to resolve it.

Violation of this clause grants the Company the right to:

- Terminate services immediately
- Seek legal remedies including defamation claims
- Recover losses caused by reputational harm

This clause survives cancellation or completion of services indefinitely.

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23. THIRD-PARTY SERVICES & DATA SHARING

To deliver services, the Company may utilize third-party tools and software including but not limited to:

- QuickBooks, ProConnect, Xero, Stripe, Zoom, Google Workspace, Circle, Notion, and Agent CRM.

The Client authorizes the Company to:

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- Access financial or tax accounts as needed for service delivery
- Exchange data using secure cloud platforms
- Share limited client information with vetted contractors bound by confidentiality

The Company is not responsible for disruptions, breaches, errors, or outages of third-party platforms.

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24. TECHNOLOGY & A.I. DISCLOSURE

The Client acknowledges that the Company may use automation tools, transcript processors, and AI-powered technology to increase service efficiency. This may include:

- Meeting summaries
- Transcript analysis
- Document drafting
- Tax estimate modeling
- Workflow optimization
- Data extraction tools

These tools do not replace professional review. Final deliverables are reviewed by qualified professionals.

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25. PROFESSIONAL STANDARDS

The Company adheres to:

- IRS Circular 230 standards

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- U.S. tax regulations and ethical guidelines
- Data privacy best practices

The Client agrees not to request any illegal, fraudulent, or unethical actions including altering tax records, hiding income, falsifying documents, or avoiding compliance.

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26. NO GUARANTEE OF RESULTS

While the Company provides professional services with expertise and care, **no guarantees are made regarding financial outcomes, tax refunds, IRS results, business growth, funding approval, legal outcomes, or credit results**.

The Client understands:

- Tax refunds depend on IRS rules and income/tax factors.
- Tax strategy outcomes require full documentation and correct implementation.
- Business strategy results vary based on client execution.
- The Company cannot control IRS processing delays or audits.
- The Company cannot guarantee specific results from educational programs or digital products.

All services are provided on a **best-effort basis only**.

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27. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- The Company's total liability arising under this Agreement is **limited to the total amount paid by the Client** for services in the 30 days preceding the claim.

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- The Company is **not liable** for lost profits, lost opportunities, penalties from missing information, indirect damages, incidental damages, or consequential losses.
- The Client agrees to hold harmless Crystal Clear Endeavors LLC, its managing member **Crystal Wilson**, staff, contractors, and affiliates from claims arising from:
    - Client negligence
    - Client failure to maintain records
    - Client delays or non-cooperation
    - Incorrect information supplied by the Client

This liability limitation survives cancellation or termination.

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28. DISCLAIMER OF WARRANTIES

All services, information, and materials are provided "**as is**" and "**as available**" without warranty of any kind, either express or implied. The Company disclaims any implied warranties of:

- Fitness for a particular purpose
- Merchantability
- Financial success
- Tax savings guarantees
- Accuracy of third-party technology

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29. INDEMNIFICATION

The Client agrees to indemnify and hold harmless the Company, its leadership, staff, and affiliates against any loss, claim, legal fee, or liability, arising from:

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- Client misuse of services or materials
- Client misrepresentation or fraudulent filings
- Client breach of this Agreement
- Third-party reliance on deliverables not authorized by the Company

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30. GOVERNING LAW & JURISDICTION

This Agreement is governed exclusively by the laws of the **State of North Carolina**. Any dispute or claim shall be brought only in **Cabarrus County, North Carolina**.

The Client consents to personal jurisdiction in North Carolina. Venue shall only exist in courts located in Cabarrus County.

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31. ARBITRATION AGREEMENT

Any dispute will first be handled by **good-faith negotiation** between both parties. If unresolved:

- The dispute shall be resolved **exclusively through binding arbitration** under the Commercial Arbitration Rules of the American Arbitration Association.
- Each party is responsible for its own legal fees.
- Arbitration will occur in **Cabarrus County, NC**.
- The arbitrator's decision is final and enforceable in court.

No class action or group disputes are permitted.

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32. FORCE MAJEURE

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The Company will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to:

- Natural disasters
- Acts of Jehovah
- Power outages or internet failure
- Government restrictions
- War, labor strikes, pandemics
- System failures or cyberattacks

Service timelines may be adjusted when events beyond control occur.

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33. ASSIGNMENT

The Company may assign, transfer, or subcontract its rights and obligations under this Agreement at any time. The Client may not assign this Agreement without prior written consent from the Company.

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34. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions remain in full force.

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35. NO WAIVER

Failure of the Company to enforce any provision does not constitute a waiver of future enforcement rights.

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36. HEADINGS FOR CONVENIENCE

Headings are for organization only and have no legal effect.

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37. ELECTRONIC CONSENT & SIGNATURE

By purchasing, booking, scheduling, or accessing any service, program, or product from the Company, the Client agrees that:

- This Agreement is legally binding without handwritten signature.
- Acceptance occurs automatically through:
    - Online purchase
    - Digital signature
    - Email confirmation
    - Continued use of services
    - Clicking “I Agree,” “Pay Now,” or similar

Electronic execution is legally valid under the **U.S. E-SIGN Act (15 U.S.C. § 7001)**.

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38. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Client and Company, superseding all prior agreements, policies, proposals, or discussions related to service, consulting, advising, or digital products.

No modification is valid unless made **in writing** and issued officially by the Company.

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39. CONTACT INFORMATION

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Crystal Clear Endeavors LLC
dba **Crystal Clear Tax**
Mailing Address: 57 Union Street South, Suite 1287
Phone: 980-369-6171
Email: legal@crystalclear-tax.com
Website: https://crystalclear-tax.com

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40. ACCEPTANCE OF TERMS

BY USING ANY PRODUCT, PROGRAM, OR SERVICE PROVIDED BY THE COMPANY, THE CLIENT AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT.

These terms are effective **May 20, 2015** and updated periodically without notice. Continued use constitutes acceptance of all updates.

PART 9 – CIRCULAR 230, PROFESSIONAL COMPLIANCE, AND MULTIMEDIA CONSENT

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41. IRS Circular 230 Compliance Notice

In compliance with U.S. Treasury Department regulations under **Circular 230**, the Client acknowledges:

- Any U.S. federal tax advice contained in communications from Crystal Clear Endeavors LLC or any of its divisions is **not intended or written to be used**, and **cannot be used**, for the purpose of:

    1. Avoiding tax penalties under the Internal Revenue Code, or

    2. Promoting, marketing, or recommending any tax strategy to another party.

- Tax outcomes are dependent on facts and circumstances unique to each Client. The Client agrees they are responsible for timely providing accurate and complete information necessary for the preparation of tax advice and tax returns.

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- The Client further understands that **verbal discussions, emails, videos, or presentations** do not constitute formal written tax advice unless issued in a separate **Paid Written Tax Opinion Letter**.

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42. Professional Standards Compliance

Crystal Clear Tax operates in compliance with federal and state regulations including, but not limited to:

- IRS Publication 947 and IRS Circular 230
- Gramm-Leach-Bliley Act (GLBA) Privacy Rules
- North Carolina Department of Revenue regulations
- Internal Revenue Code Title 26
- FTC Safeguards Rule compliance

The Company follows regulatory best practices but does **not** provide legal advice. Clients are encouraged to consult with a licensed attorney regarding legal questions.

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43. Recording, Media, and Communication Consent

By engaging with the Company, the Client gives full, irrevocable consent for the following:

43.1 Business Communications

The Client may be recorded during:

- Zoom meetings
- Phone calls
- Screenshare sessions

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- Training sessions
- Strategy calls
- Internal team reviews
- AI processing tools used for internal notes or transcripts

These recordings are used solely for:

- Internal documentation
- Training and quality assurance
- Clarifying service scope
- Staff alignment and review
- Protecting the Company in case of disputes

Recordings will **not** be released publicly or used in marketing without **separate written consent**.

43.2 SMS/Text Messaging Consent

The Client agrees to receive:

- Appointment reminders
- Billing alerts
- Service updates
- Support messages
- Client intake and onboarding communication

STOP instructions apply as required by law.

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43.3 Use of AI Tools

Client acknowledges the Company may use AI tools for:

- Meeting summaries
- Call transcripts
- Drafting correspondence
- Proposal writing
- Workflow automation
  AI usage follows confidentiality standards. No client data is sold or publicly shared.

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44. Client-Provided Testimonials, Videos, and Social Content

If the Client voluntarily submits:

- Reviews
- Voice notes
- Video testimonials
- Emails of gratitude
- Chat comments
- Success messages
- Case study participation

…the Client grants the Company:

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- A **non-exclusive, royalty-free, worldwide license** to use such content for promotional purposes
- Permission to edit for length/clarity while maintaining message integrity
- Right to use business name or first name only
- Ability to publish on websites, landing pages, and legal case responses

Clients may withdraw testimonial media with 30 days written notice, but understand removal may not apply to prior published materials.

PART 10 – FINAL LEGAL SECTIONS

45. Confidentiality, Non-Disparagement & Business Protection

45.1 Confidentiality Agreement
The Client agrees not to disclose, share, or distribute:

- Internal strategies
- Training materials
- Proprietary frameworks
- Call recordings, meeting notes, workflows
- Templates, calculators, or planning tools
- Business methods or intellectual property
  All such material is confidential and owned exclusively by Crystal Clear Endeavors LLC.

45.2 Trade Secrets
All tools, systems, templates, workflows, consultative strategies, tax planning methodologies, and internal firm processes constitute **trade secrets** under applicable North Carolina and U.S. law. Unauthorized disclosure is grounds for legal action and injunctive relief.

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45.3 Non-Disparagement (Extended)
The Client agrees they will not, directly or indirectly, engage in any behavior that harms the business reputation of the Company, including:

- False statements
- Misleading complaints
- Retaliatory reviews
- Social media attacks
- Encouraging others to disparage
  Violations result in **immediate service termination** and possible **legal action**.

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46. Intellectual Property & DMCA Compliance

46.1 Ownership of Materials
All materials provided by the Company are licensed for **personal or business use only by the paying Client**. Redistribution, resale, or duplication is strictly prohibited.

46.2 DMCA Notice
If any protected work owned by Crystal Clear Endeavors LLC is copied, plagiarized, redistributed, or sold without authorization:

- A **Digital Millennium Copyright Act (DMCA)** takedown request will be filed.
- Legal damages and attorney's fees will be pursued.
- Access to purchased items will be revoked with no refund.

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47. Website Terms of Use Integration

This Agreement incorporates by reference:

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- Website Terms of Use
- Privacy Policy (GLBA compliant)
- Cookie Policy
- Refund & Chargeback Policy
- Client Engagement Policy
- Digital Product & Licensing Policy

Use of **crystalclear-tax.com** or any Company-owned site constitutes legal acceptance of these terms.

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48. Arbitration & Dispute Resolution

Except where prohibited by law:

- Any dispute must go through **mandatory mediation** in **Cabarrus County, North Carolina** first.
- If unresolved, dispute proceeds to **binding arbitration** under the **American Arbitration Association (AAA)**.
- **No jury trial. No class action. No group claims.**

The Client agrees disputes must be filed within **one year** or they are forever waived.

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49. Survival of Key Provisions

The following sections survive termination indefinitely:

- Confidentiality

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- Non-Disparagement
- Refund & Chargeback Ban
- Payment Obligations
- IP Ownership & Trade Secrets
- Arbitration
- Recording Consent
- Indemnification

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50. Legal Notices

Legal notices must be sent to:
Crystal Clear Endeavors LLC – Legal Department
57 Union Street South, Suite 1287, Concord, NC 28025
legal@crystalclear-tax.com

PART 11 – FINAL LEGAL FOOTER + BINDING ACCEPTANCE LANGUAGE

51. LEGAL PUBLICATION NOTICE & UPDATES

This Agreement was originally published effective **May 20, 2015** and is updated periodically to reflect legal, regulatory, and business policy changes. The Company reserves the right to amend this Agreement at any time without prior notice. Updates will be reflected with a revised "Last Updated" date. Continued use of Company services constitutes acceptance of updated terms.

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52. LEGAL ENTITY DETAILS

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This Agreement is issued by:

Crystal Clear Endeavors LLC
Doing Business As (DBA):

- Crystal Clear Tax
- Crystal Clear Bookkeeping
- Crystal Clear Advisory
- Crystal Clear Notary
- Crystal Clear Enterprises
- Accountique™ Tax Strategy & Wealth System
- Crystal Clear Estate Planning
- Any future divisions, programs, or entities under Crystal Clear Endeavors LLC

Legal & Mailing Address:
Crystal Clear Endeavors LLC
57 Union Street South, Suite 1287
Concord, North Carolina 28025
United States

Office Location (Service Delivery):
Crystal Clear Endeavors LLC
57 Union Street South, Suite 1287
Concord, North Carolina 28025
United States

Phone: 980-369-6171
Email: legal@crystalclear-tax.com
Website: https://www.crystalclear-tax.com

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53. BINDING ACKNOWLEDGMENT & CONSENT

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By accessing, purchasing, booking, downloading, or using any product or service provided by Crystal Clear Endeavors LLC, the Client acknowledges and agrees:

- They have read and fully understand this **Universal Terms of Use, Terms of Service, Legal Policies & Client Engagement Agreement**.
- This Agreement applies to **ALL** client engagements, programs, services, strategy sessions, memberships, retainers, tax preparation, advisory, bookkeeping, consulting, and digital product purchases.
- This Agreement is **binding without signature** under **Uniform Electronic Transactions Act (UETA)** and **E-SIGN Act**.
- Acceptance occurs automatically by:
    - Completing a purchase
    - Booking a service or strategy session
    - Submitting payment
    - Executing a proposal or engagement letter
    - Logging in to a client portal
    - Checking a consent box
    - Accessing training or service materials
    - Continuing to work with the Company after notice

No physical signature is necessary.

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54. OFFICIAL LEGAL FOOTER NOTICE

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This Agreement includes mandatory disclaimers required by state and federal law, including IRS Circular 230. Unauthorized copying or distribution of this Agreement is prohibited and protected under **17 U.S.C. § 101 et seq.** and **DMCA § 512(c)**.

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Crystal Clear is a registered trademark.

The diamond shaped logo is a registered trademark.

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