

CONSENT TO BE BOUND BY THESE TERMS OF SERVICES

PLEASE READ THESE **TERMS OF SERVICE** ("**TERMS OF SERVICE**") CAREFULLY BEFORE REQUESTING SERVICES FROM PROFESSIONAL BUSINESS SERVICES, INC. OR ONE OF ITS AFFILIATES. BY REQUESTING SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT REQUEST SERVICES FROM PROFESSIONAL BUSINESS SERVICES, INC. ("PBS"). PBS RESERVES THE RIGHT TO CHANGE THESE **TERMS OF SERVICE** AT ANY TIME, AT ITS OWN DISCRETION AND WITHOUT NOTICE TO YOU; HOWEVER, ALL SUCH CHANGES WILL BE POSTED TO THIS WEBSITE. PBS ENCOURAGES YOU TO REVIEW THE **TERMS OF SERVICE** FROM TIME TO TIME SO THAT YOU ARE AWARE OF ANY SUCH CHANGES. THE **TERMS OF SERVICE** THAT ARE APPLICABLE TO YOU AT ANY GIVEN TIME ARE THE THEN-CURRENT TERMS OF SERVICE.

BEST EFFORTS ONLY

PBS agrees to provide services on a "best efforts" basis only. PBS SHALL NOT BE HELD RESPONSIBLE FOR THE USE, VALUE, ACCURACY, or LEGAL SUFFICIENCY of any of PBS' SERVICES. WHERE SERVICES ARE PROVIDED BY COMPLETING FORMS, APPLICATIONS, REPORTS or DOCUMENTS, IT IS AGREED THAT SUCH PAPERWORK IS DRAFT QUALITY ONLY AND IS NOT TO BE RELIED UPON FOR ITS ACCURACY, COMPLETENESS, LACK of TYPOGRAPHICAL ERROR or the like. They are intended to be reviewed and edited by YOU and/or YOUR advisors. Since they do become YOUR property, if they should subsequently become part of a report to business or governmental parties, YOU agree that they are deemed to have been PREPARED, APPROVED and COMPLETED by YOU.

CONFIDENTIAL INFORMATION

YOU agree to provide all information or access to information requested by PBS in a reasonable manner so PBS can perform the requested services. YOU agree NOT to knowingly or negligently, misrepresent or conceal any facts from PBS either personally or through YOUR employees, agents or associates.

All information obtained from YOU or YOUR agents and associates which is not otherwise available to the public, shall be considered CONFIDENTIAL INFORMATION. CONFIDENTIAL INFORMATION shall NOT generally be revealed to Unassociated Third Parties. However, in the normal course of business it may be necessary or desirable to reveal CONFIDENTIAL INFORMATION to prospective or current "customers", "suppliers", associates or the like. Further, PBS acknowledges that there may be information such as pay rates, financial statements, mark-ups, formulas and the like which YOU do not wish to have revealed to YOUR own employees and/or agents. Unless specifically instructed otherwise in writing, YOU acknowledge and agree that such information may be revealed to such parties on a need-to-know basis applied in a "best efforts" manner.

All documents obtained from YOU or YOUR agents and associates are deemed to be YOUR original records and shall be returned to YOU upon notice that you are terminating YOUR relationship with PBS. PBS may retain copies. All reports and/or returns that have been created by PBS for delivery to YOU or third parties shall be deemed to be "work product" and shall be stored for periods of time as prescribed by law or as long as PBS, in its sole discretion, desires. Files shall be made available to YOU and/or third parties as long as the fees for their creation or duplication have been paid. However, worksheets, data files, notes and the like, used in the creation of the work product shall remain the property of PBS.

PBS may encourage or require YOU to turn over data files to PBS so that PBS may perform requested services in an efficient manner. Such files shall become the property of PBS the moment they are turned over to PBS. The fact that PBS may allow YOU to also enter data or otherwise work on the data file shall in no way change the fact that the file remains the property of PBS. Accordingly, PBS shall have the right to alter, input data, enable or disable access to certain parts or the entire file as PBS sees fit, in its sole discretion. However, PBS shall not have the right to reveal any confidential information contained in the file except as noted elsewhere.

You acknowledge and agree that CONFIDENTIAL INFORMATION may be disclosed to third parties for the purpose of collection of a past due account.

THIRD PARTY AFFILIATES

The owner(s) of PBS also own other businesses that engage in offering business services that may complement or sometimes, compete with PBS. Such businesses are "in-house affiliates." They provide services ranging from computer consulting to financial planning and investment advising. Further, PBS and these in-house affiliates have agreements with other service providers which we collectively call "third party affiliates." These third party affiliates provide additional services ranging from mortgage brokerage, insurance sales, workers compensation coverage and the like. PBS and its in-house affiliates may receive compensation or commissions for referring clients to third party affiliates. THIS CREATES A CONFLICT OF INTEREST.

You acknowledge and agree that CONFIDENTIAL INFORMATION may be disclosed to third parties for the purpose of collection of a past due account.

PBS shall NOT act in YOUR behalf as an Attorney or CPA. However, PBS may, on behalf of either YOU or PBS, engage the services of parties who provide such professional services to work on projects or perform tasks governed by PBS' **TERMS OF SERVICE**. Such services as are provided by other professional parties may be billed to PBS or YOU directly, depending on circumstance. Further, the choice

of billing arrangements may be legally significant. PBS shall not be held responsible for the choice of billing arrangements nor the legal consequences derived therefrom. PBS shall invoice YOU for the costs of other professionals as incurred and shall not markup these costs. PBS reserves the right to markup other costs however.

If a service to be provided listed in Schedule of Charges is that of Computer Consulting, YOU acknowledge and agree that PBS may utilize the services of PBS' in-house affiliate, namely, E-TECH EXPRESS, Inc. to perform the computer consulting services. Further, E-TECH EXPRESS and its personnel shall agree to be bound by PBS' **TERMS OF SERVICE** before being allowed to perform services for YOU.

CONFLICTS OF INTEREST

YOU hereby acknowledge and accept that **CONFLICTS OF INTEREST** may arise from time to time in regards to PBS' other current or prospective clients and other business associates including third party affiliates (as described elsewhere) relative to YOUR business. PBS may perform services for parties with which you compete or have an ongoing business relationship. PBS may perform services for married couples as well as individuals along with their separate business entities and that such parties may sever their relationships with each other at some point in time. Further, PBS may, from time to time, in its sole discretion, and may currently have pending, agreements with other service providers where PBS may receive or may pay, compensation from or to third parties depending on circumstance. In addition, YOU may be referred to another of PBS' clients for the purpose of developing a business relationship of one sort or another. In addition, circumstances may develop, for example, where a client sells his business under such terms that the new owners "automatically" become clients of PBS. In all of these situations and others not described, potential or actual conflicts of interest may arise. PBS shall endeavor to notify and report on the depth and scope of any potential or actual conflict. However, YOU agree that YOU will not hold PBS liable for any problems arising from such situations.

PRICING, BILLING, PAYMENT & REIMBURSEMENT

YOU agree that all prices for the services requested as indicated in the Schedule of Charges are fair and reasonable. PBS shall attempt to notify YOU of price changes within 30 days of their effective date. However, PBS reserves the right to change prices at will and such changes shall become effective whenever PBS specifies including "immediately" and not necessarily with notice.

YOU acknowledge and agree that PBS shall have the right to bill and automatically receive payments or deduct charges against a deposit or retainer for services rendered under the **TERMS OF SERVICE**. In every case YOU will receive or have constructive receipt of the invoice at least one week prior to PBS implementing procedures to receive payment. If YOU dispute any of the charges, YOU will be required to notify PBS in writing of the nature of the dispute. PBS will temporarily suspend activity in regards to collecting funds on disputed charges until any errors can be corrected. Once any errors have been corrected PBS shall proceed with procedures to collect payment without further notice to YOU.

YOU acknowledge and agree that PBS shall be reimbursed for the incidental expenses incurred by PBS while acting in YOUR behalf. Such expenses might include, but are not limited to, cost of materials, professional & secretarial assistance, toll phone calls, photocopying, postage, office supplies, publicity and, if travel is involved, transportation, lodging & living expenses. Intra-city travel is to be reimbursed at the rate specified in Schedule of Charges. All reimbursements are to be paid within one week YOU are notified of their existence and amount. Amounts in excess of \$100 dollars in any week will require prior approval from YOU.

PBS reserves the right to invoice and receive payment as frequently as PBS sees fit including without exception the right to make progress billings on work where there is, at the point of the the billing, nothing to deliver to YOU.

YOU acknowledge and accept that PBS may be requested or required to provide information to third parties or otherwise participate in an audit, examination or other investigation. YOU acknowledge and accept that PBS may bill YOU for participating in such audits, examinations or other investigations except that PBS will not bill YOU for any time spent correcting PBS's errors. YOU will be required to pay any invoices for PBS involvement in any investigation involving YOU including time spent and costs incurred relating to preparing files and attending meetings or court proceedings. Further, if an investigation, examination or audit involves more than one PBS client, each of YOU hereby agree to be bound jointly and severally for all liabilities incurred.

YOU agree to complete, sign and otherwise execute various other documents and agreements which have the effect of securing payment to PBS for services rendered under these **TERMS OF SERVICE**. Such documents and agreements may include retainer agreements, authorizations to make charges on YOUR credit card accounts, authorizations to debit YOUR checking or savings accounts, UCC filings and any other document or agreement PBS deems desirable, in its sole discretion, to aid in securing payment for services rendered. Such documents as are executed shall become a part of this **TERMS OF SERVICE**.

YOU acknowledge and accept that PBS has the right to apply payments in any way it sees fit regardless of YOUR stipulations or requests. Normally, payments will be applied first to the oldest invoices. However, PBS may apply payments in such a way that no service may be completely paid for until ALL outstanding invoices, including finance charges, have been paid in full. Further, no matter how payments are applied, PBS shall have the right to NOT provide work product or service if there is ANY outstanding balance relating to PBS or any affiliate.

YOU acknowledge and accept that PBS has the right, in its sole discretion, to make the determination as to whether a refund will be given or any credit issued for any work or service performed.

LIABILITY FOR THIRD PARTY PAYMENT DELINQUENCY

YOU acknowledge and agree that if YOU are late or delinquent for any reason delivering funds or payments to PBS, and PBS has been authorized by YOU to make payments on YOUR behalf, then PBS will not be responsible for any interest owed, late fees, charges or any other penalties which may arise as a result of YOUR late or delinquent payment or transfer of funds to PBS. YOU acknowledge and agree that if an invoice, bill or other payment would become late due to a lack of funds, PBS is under no obligation or duty to make a payment for any account, invoice or bill for YOU.

DEFAULT

YOU agree that PBS may demand and receive immediate payment of the entire amount YOU owe PBS without giving prior notice if: (1) PBS does not receive payment for services rendered within one week of the due date as described above, OR (2) YOU fail to comply with the terms of this TERMS OF SERVICE, OR (3) YOU become insolvent as evidenced by a filing of bankruptcy, a judgment against YOU or a lien against YOU or YOUR OWNERS/OFFICERS' assets. YOU further agree to pay all collection expenses including reasonable attorney's fees, collection fees and court costs should the matter be referred for collection. In addition, YOU agree to pay to PBS a substantial PENALTY, SERVICE FEE and/or INTEREST as PBS and the law allows. Further, YOU agree that if PBS files suit against YOU for any reason, a default judgement shall be entered against YOU and that all reasonable attorney fees, collection fees, court costs, interest and penalties shall immediately become due and payable.

YOU agree that if one of the services performed by PBS was that of tax preparation and YOUR account is "PAST DUE" according to the **TERMS OF SERVICE**, then PBS shall have the right to notify any and all government agencies or other third parties that may have received a tax return that the preparation of the return had not been paid for and therefore requesting that PBS' name be removed from the return as the "paid" preparer.

INDEMNIFICATION

YOU agree to forever defend, indemnify and hold harmless, PBS and its owners, directors, officers, principals and agents, from and against any and all claims, suits, damages, losses and/or causes of actions of any kind which arise from or in any way relate to the services provided by PBS to YOU or which relate to YOUR reliance upon the services or use of documents provided by PBS, or which relate to reliance upon the services or use of documents provided by PBS by any other person or persons.

FAILURE TO EXERCISE DOES NOT MEAN WAIVER

YOU agrees that PBS may waive, release or fail to exercise any of its rights under its **TERMS OF SERVICE** in its sole discretion and that a waiver, release or failure to exercise, on one occasion will not constitute a waiver or precedent in regards to any other occasion. Further, YOU agree that if PBS fails to promptly exercise a right, this event shall not be considered a waiver of the right altogether and that the right may be exercised at any later time.

JOINT AND SEVERAL LIABILITY

YOU hereby acknowledge that YOU are the owner, or if inchoate, a prospective owner, of the business enterprise requesting or receiving services from PBS and that YOU have authorized PBS to provide the services, at the specified prices, as indicated in Schedule of Charges. YOU acknowledge and accept that the term "YOU" may refer, depending on circumstance, to both the entity and the individual(s) as prospective or actual owners. It is acknowledged and agreed that both the entity and all individual prospective or actual owners shall be bound, jointly and severally. Where non-profit entities are involved it is acknowledged and agreed that both the entity and the individuals requesting service shall be bound, jointly and severally.

EXTENT OF LIABILITY

YOU hereby acknowledge and agree that all complaints, requests for refund/credit, arbitration/mediation requests, and/or lawsuits involving PBS must be submitted within 1 year from the date of the event with which YOU take issue. Further, YOU hereby acknowledge and agree that PBS may limit the maximum amount you may receive under any request for refund/credit and/or lawsuits to the amount of money you have paid to PBS for the product or service with which YOU take issue. Under no circumstance shall PBS be held responsible for special, indirect, incidental, or consequential damages of any kind including, but not limited to, loss of revenue or profits, costs incurred during investigation and reporting, delayed or lost opportunities, PBS may, and generally will, compensate all clients for any fines and penalties incurred by a client for any errors or omissions committed by PBS.

CAPACITY TO BIND

It is further agreed that the term YOU includes any and all business entities such as corporations, limited liability corporations, trusts or partnerships. YOU further agree to execute such documents as may be necessary or desirable to PBS, such as corporate resolutions and the like which have the effect of documenting, endorsing, ratifying your business relationship with PBS. In any case, YOU warrant that all the parties comprising YOU have the capacity to be bound by the **TERMS OF SERVICE** and that such parties have in fact been bound.

ASSIGNMENT

YOU agree that YOUR account may be assignable to any number or kind of third parties if PBS decides in its sole discretion, to assign it. PBS may assign the account to collection agents, attorneys, factors or others who may report delinquencies to the national credit reporting agencies. YOU acknowledge, understand and agree that PBS, in its sole discretion, shall have the right to assign any or all rights to third parties without notifying YOU.

OBLIGATION TO ADHERE TO RULE OF LAW

Both YOU and PBS agree that each will not knowingly commit, nor attempt to commit, nor induce another to commit or attempt to commit any act that violates any laws, statutes, rules or ordinances of the United States, any state of the United States or any local government.

NO RESPONSIBILITY FOR SERVICES NOT REQUESTED

YOU acknowledge and accept that PBS is not responsible to provide services not requested such as budgeting or searching for or detecting fraud unless specifically requested to do so.

GENERAL

Both YOU and PBS agree that the governing law in regards to these **TERMS OF SERVICE** shall be the law of the STATE of OHIO.

Both YOU and PBS agree that should any provision of these **TERMS OF SERVICE** become, or become known to be, illegal, void or invalid, such event shall not void or invalidate the remaining provisions.

Both YOU and PBS agree that these **TERMS OF SERVICE** may be modified by PBS from time to time, as PBS sees fit, in its sole discretion. Such modifications as are made will be posted on this website and shall become effective immediately upon posting.

YOU agree not to execute any agreement which might have the effect of conflicting with the provisions of these **TERMS OF SERVICE**.

YOU acknowledge that YOU have utilized, or have had the opportunity to utilize, the services of other professional advisors including legal counsel, concerning whether or not YOU should enter into a business relationship with PBS. Further, irrespective of whether such advice is deemed unnecessary, actually sought, utilized or ignored, YOU hereby warrant that YOU are of sufficient business acumen to engage PBS and to be fully bound by that decision.

YOU agree that notice under these **TERMS OF SERVICE** may be accomplished by regular or certified mail or email at the address(es) listed elsewhere, the date of posting being the delivery date.

YOU agree and accept that PBS reserves the right to rectify any situation, document, filing, contract, agreement, or method of service that may arise for any reason including, but not limited to the following: inclusions or omissions or errors of a typographical nature, inclusions or omissions or errors that may result from or due to the transcription of documents, forms, filings, contracts, agreements, or other related matters from one form to another and any other minor errors or omissions.

YOU agree and accept that PBS reserves the right to receive notification, attend and participate in all actions where a PBS' work product has been submitted or is involved including audits by any government agency or insurance company even after YOU cease being a CLIENT of PBS.