



**3723 Benson Drive
Raleigh, NC 27609
Office: 919-888-4042
Fax: 919-888-4047**

Privacy Policy

Terms and Conditions

Privacy Policy

This Privacy Policy ("Policy") applies to All applicable software service and internet site the firm contracts, and Absolute Tax & Financial Service ("Company") and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to the Company include www.taxabsolute.com and Dauo, Inc. The Company's application is a data collection for all tax and accounting application. By using the Company application, you consent to the data practices described in this statement.

Collection of your Personal Information

To better provide you with products and services offered, the Company may collect personally identifiable information, such as your:

- First and last name
- Mailing address
- Email address
- Phone number
- Employer
- Job title
- Personal and Business data to produce the desired service.

If you purchase the Company's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction.

The Company may also collect anonymous demographic information, which is not unique to you, such as your:

- Age (Date of Birth)
- Gender
- Race
- Religion
- Political affiliation
- Household income

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

Use of your Personal Information

The Company collects and uses your personal information in the following ways:

- to operate and deliver the services you have requested
- to provide you with information, products, or services that you request from us
- to provide you with notices about your account
- to carry out the Company's obligations and enforce our rights arising from any contracts entered between you and us, including for billing and collection
- to notify you about changes to our All-applicable software service and internet site the firm contracts or any products or services we offer or provide through it
- in any other way we may describe when you provide the information
- for any other purpose with your consent.

The Company may also use your personally identifiable information to inform you of other products or services available from the Company and its affiliates.

Sharing Information with Third Parties

The Company does not sell, rent, or lease its customer lists to third parties. The Company will not share data with any partners. SMS consent and Phone number will not be shared or sold to any third party or affiliates for marketing purposes. All such third parties are prohibited from using your personal information except to provide these services to the Company, and they are required to maintain the confidentiality of your information.

The Company may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on the Company or the site; (b) protect and defend the rights or property of the Company; and/or (c) act under exigent circumstances to protect the personal safety of users of the Company, or the public.

Right to Deletion

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, and provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;

- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

Children Under Thirteen

The Company does not knowingly collect personally identifiable information from children under the age of 13. If you are under the age of 13, you must ask your parent or guardian for permission to use this application.

Email Communications

From time to time, the Company may contact you via email for the purpose of providing announcements, alerts, confirmations, service updates, and/or other general communication. To improve our services, we may receive a notification when you open an email from the Company or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from the Company, you may opt out of such communications by replying "STOP".

In connection with an engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant the emails from us will be properly delivered and ready only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us. On that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenue or anticipated profits, or disclosure or communication of confidential or proprietary information. We recommend that all personal information be shared through our secure portal at <https://taxabsolute.sharefile.com> by logging in with your information or on the Resource page of our website www.taxabsolute.com under the Upload Files.

It is our policy to retain engagement documentation for a period of seven years, after which time we will commence the process of destroying the contents of engagement files. To the extent we accumulate any of your original records those documents will be returned to you upon completion of the engagement, or you will pick up such records, provide us with a receipt for the return of such records or pay us to mail our records. At the conclusion of an engagement, you will be provided with a pdf/ electronic copy of your tax return. Should you prefer a paper copy of your tax return please notify us.

[For married clients filing joint returns.] Because the income tax returns are prepared as one return, and because you will each sign those returns, you are each our client. You each acknowledge that there is no expectation of privacy from the other concerning our services in connection with an engagement, and we are at liberty to share with either of you, without the prior consent of the other, any and all contents concerning preparation of your tax return. We require that any request for documents or other information be communicated to us in written form.

SMS & MMS Communications (Telecommunications)

External Data Storage Sites

We may store your data on servers provided by third-party hosting vendors with whom we have contracted.

Changes to This Statement

The Company reserves the right to change this Policy from time to time. For example, when there are changes in our services, changes in our data protection practices, or changes in the law. When changes to this Policy are significant, we will inform you. You may receive a notice by sending an email to the primary email address specified in your account, by placing a prominent notice on our Absolute Tax & Financial Service, and/or by updating any privacy information. Your continued use of the application and/or services available after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by that Policy.

Contact Information

The Company welcomes your questions or comments regarding this Policy. If you believe that the Company has not adhered to this Policy, please contact the Company at:

Absolute Tax & Financial Service
3723 Benson Drive
Raleigh, North Carolina 27609

Email Address: info@taxabsolute.com

Phone Number: 919-888-4042

Effective as of January 01, 2020

Terms and Conditions

Please note that any person or entity subject to the jurisdiction of the United States (includes individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities, or other financial accounts having a value exceeding \$10,000 in a foreign country shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation *and* by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties.

If you and/or your entity have a financial interest in any foreign accounts, you are responsible for providing our firm with all the information necessary to prepare FinCEN Form 114 (formerly Form TD-F-90-22.1) required by the U.S. Department of the Treasury on or before June 30 of each tax year. If you do not provide our firm with information regarding any interest you may have in a foreign account, we [I] will not be able to prepare any of the required disclosure statements.

The timeliness of your cooperation is essential to our ability to complete an engagement. Specifically, we must receive sufficient information from which to prepare your returns within a reasonable period of time prior to the applicable filing deadline. Accordingly, if we do not receive information from you, as noted above, it may be necessary for us to pursue an extension of the due date of your return(s). Our office follows a First in First Out/ FIFO workflow and in certain circumstances it may require us to perform out of order, otherwise we adhere to this procedure for fairness to all our clients. We reserve the right to suspend services or withdraw from an engagement.

Our fee for these services will be based upon the amount of time required at standard billing rates plus out-of-pocket expenses. All invoices are due upon presentation. To keep up with the economic increases every two years all fees may be subject to a increase of 5% to 15%, the next increase is in 2027 for 2026 tax returns. Our fee and costs are due upon receipt. Invoices paid 30 days past the billing date may be deemed delinquent and subject to a late fee of 1% per month unless you have otherwise notified us ahead of time. We reserve the right to suspend our services or to withdraw from an engagement if any of our invoices are deemed delinquent. If any collections action is required to collect unpaid balances due to our firm, you agree to reimburse us for our costs of collection, including attorney fees.

If we elect to terminate our services for any of the reasons provided, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed your return. You will be obliged to compensate us for all time expended and other out-of-pocket costs, through the date of termination.

In the event that we are required to respond to a subpoena, court order, or other legal process for the production of documents and/ or testimony relative to information we have obtained and/ or prepared during the course of an engagement, you agree to compensate us at our hourly rates, for

the time expend in connection with such response, and to reimburse us for all of our out of pocket costs incurred in that regard.

In the event that we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, and if such obligation is or may be a direct or indirect result of any inaccurate, incomplete, or misleading information that you provide to us during the course of an engagement (with or without your knowledge or intent), you agree to indemnify us, defend us, and hold us harmless as against such obligation.

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance, or enforcement of an engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of an engagement shall be administered within the county of [Wake, NC], according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to NC law. The results of any such mediation shall be binding only upon the agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Any litigation arising out of an engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the completion of the engagement, notwithstanding any statutory provision to the contrary.

Our liability relating to the performance of the services rendered under this letter is limited solely to direct damage sustained by you. In no event shall we be liable for the consequential, special, incidental, or punitive loss, damage, or expense caused to you or to any third party (including without limitation, lost profits, opportunity costs, etc.). Notwithstanding the foregoing, our maximum liability relating to services rendered under these terms (regardless of form of action, whether in accordance, negligence or otherwise) shall be limited to the fees received by us for an engagement. The provisions set forth in this paragraph shall survive the completion of an engagement.

You are responsible for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, and for retaining supporting documentation for those transactions, all of which will, among other things, help assure the preparation of proper tax returns. Furthermore, you are responsible for evaluating the adequacy and results of the services we provide.

The law provides various penalties and interest that may be imposed when taxpayers underestimate their tax liability. You acknowledge that any such understated tax, and any imposed interest and penalties, are your responsibility, and that we have no responsibility in that regard. If you would like information on the amount or circumstances of these penalties, please contact us.

We may encounter instances where the tax law is unclear, or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. In

those instances, we will outline for you each of the reasonable alternative courses of action, including the risks and consequences of each such alternative. In the end, we will adopt, on your behalf, the alternative which you select after having considered the information provided by us.

Without disclosure in the return itself of the specific position taken on a given issue, we must have a reasonable belief that the position(s) satisfies the substantial-authority standard and that the position will be held to be the correct position upon examination by taxing authorities. If we do not have that reasonable belief, we must be satisfied that there is at least a reasonable basis for the position, and in such a case, the position must be formally disclosed on Form 8275 or 8275-R, which form would be filed as part of the return. If we do not believe there is a reasonable basis for the position, either the position cannot be taken, or we cannot sign the return. In order for us to make these determinations, we must rely on the accuracy and completeness of the relevant information you provide to us, and, in the event we and/or you are assessed penalties due to our reliance on inaccurate, incomplete, or misleading information you supplied to us (with or without your knowledge or intent), you will indemnify us, defend us, and hold us harmless as to those penalties.

SMS & MMS Communications (Telecommunications)

By opting in to receive text messages from Absolute Tax & Financial Service, Inc. or our subsidiaries or affiliates (hereinafter, “We,” “Us,” “Our”) (the “Service”), you agree to these Text Messaging Terms and Conditions (the “Agreement”). Your participation in the Service is also subject to our [Privacy Policy](#) and [Terms and Conditions of Use](#), which are expressly incorporated by reference herein. This Agreement is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

OUR TERMS AND CONDITIONS OF USE REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND NOT AS A PART OF ANY CLASS OR REPRESENTATIVE ACTION, WAIVE YOUR RIGHT TO A TRIAL BY JURY AND REQUIRE CLAIMS TO BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION. IF YOU DO NOT AGREE TO OUR TERMS AND CONDITIONS, YOU MAY NOT PARTICIPATE IN THE SERVICE.

Providing Telephone Numbers and Duty to Notify: You verify that the mobile number provided to Us is true and accurate. You verify that you are the current subscriber or owner of any telephone number that you provide. Should any of your contact information change, including ownership of your telephone numbers, you agree to immediately notify us before the change goes into effect by emailing us at info@taxabsolute.com.

Your Consent to Receive Automated Calls/Texts: You agree that granting consent to receive SMS communications from our company, and that your phone number and consent will remain confidential. We will not sell or share your information with third parties or affiliates for marketing purposes. The phone number and consent will only be used to facilitate communication with you. You acknowledge that by voluntarily providing your telephone number(s), you expressly agree to receive recurring automated text messages (such as SMS, MMS, or successor protocols or technologies) from Us concerning Our products, services, offers, promotions, and transactions, as well as your relationship with Us. You understand that consent is not required to make any

purchase from Us. Messaging frequency may vary depending on the nature of the communication. Message and data rates may apply.

Types of SMS Communications that you may receive from us can be account updates, service updates on progress of your request, delivery confirmations of data which we have received, reminders of deadlines and payments due, appointment confirmations, request for more information and any other SMS communications that is required to fulfill your engagement with us.

Example Message: *Dear [Client Name], We are missing additional information to complete your tax return. Please send us the missing K-1 for the [Business Name]. You can upload it to our secure link below or call us at 919-888-4042 for other options. Thank you.*

*Secure Upload: <https://taxabsolute.sharefile.com/remote/8e454534-be4b-4f15-9ea9-21cf712f08bd>
Reply STOP to opt-out of SMS messaging*

Opt In & Help Instructions: You may opt-in to receive SMS messages from Us in the following ways:

- Verbally, during a conversation
- By requesting via email
- By texting our phone number first
- By checking the SMS agreement on Interview form given to you

Opt Out & Help Instructions: Your consent to receive automated texts is completely voluntary. You may opt-out at any time. To opt out of text messages, reply STOP to any mobile message from Us, or email info@taxabsolute.com and specify that you want to opt out of text messages. You may also email info@taxabsolute.com or call our office for Help. You acknowledge and agree to accept a final text message confirming you opt-out. Visit <https://taxabsolute.com> for Terms of Service.

Sample of Help Reply: *Thank you for contacting Absolute Tax & Financial Service. You can find help online at www.taxabsolute.com or call our office at 919-888-4042.*

Other Option: If you do not wish to receive SMS messages, you can choose not to check the SMS consent box on our forms, verbally request it or by informing Us via by email.

Indemnification to Us: You agree to indemnify Us for any privacy, tort or other claims, including claims under the Federal Telephone Consumer Protection Act or any state law equivalents, including claims relating to your voluntary provision of a telephone number that is not owned by you and/or your failure to notify us of any changes in your mobile telephone number. You agree to indemnify, defend and hold us harmless from and against any and all such claims, losses, liability, costs and expenses (including reasonable attorneys' fees).

Participation Requirements: By participating in the Service, you acknowledge and agree that you are eighteen (18) years of age or older. You must have a wireless device of your own, capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text messaging instructions.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other

contract or obligation. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Service after any such changes, you accept this Agreement, as modified.

Contact Information

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Effective as of January 01, 2020