

## Universal Accounting Center

### Terms and Conditions

**School Operational Summary** Universal Accounting Center (UAC) and its operations comply with standards established under law for occupational instruction by private, postsecondary educational institutions. Course instruction is updated annually and is subject to ongoing review. I give consent for Universal Accounting to contact me via email, phone and/or text including my cellular number if applicable and I may unsubscribe at any time.

**Follow-up Support** As a student and/or graduate of Universal, the student may be assisted with:

- **Academic Support** - Access to course instructors to assist in comprehending course materials
- **Accounting** - Consultation related to accounting and bookkeeping topics for a graduate's own company, client or employer.
- **Accounting Software** - Basic assistance and advice in the use and application of accounting principles related to current software applications.

**Job Placement Assistance Support** No job placement or wage/salary level is guaranteed by UAC. While eligible for follow-up support, a student may receive:

- **Resume Preparation** – Assistance via email in the review and development of a resume for the purpose of securing interviews.
- **Resume Placement Assistance** – Helping to identify possible employers and accounting-related positions by following a weekly routine.
- **Interviewing Technique Review** – Role play advice and suggestions to improve the success of interviewing opportunities.

**Marketing & Sales Support** to either start or build an accounting, bookkeeping or tax practice following the strategies outlined in either the Professional Bookkeeper, Professional Tax Preparer, or Profit & Growth Expert programs

**Indemnity-** In no event shall Universal Accounting Center or any of its respective affiliates or partners (CFO Project, Virtual Bookkeepers Roadmap, Profit First, Value Builder, Built to Sell, BANK) or associates be liable for any direct, incidental, special, or consequential damages, costs, expenses or assessments resulting from the use or misuse of any information provided.

**Online access to course material will be granted for 12, 18, or 24 months from the date of enrollment which may be extended for an additional fee.** Products and materials not available online will be scheduled to ship within 4 business days of receiving and processing the order. All orders will be delivered using USPS or UPS. When possible, a tracking number will be emailed to the student. Shipments will be sent “ground” unless otherwise arranged and may arrive 7 to 10 days after being sent.

**Program Enrollment** After enrolling with UAC an Orientation Counselor will attempt to contact the student via phone and/or email to advise the student about the course work, support procedures, and testing if any. It is the student's responsibility to determine whether credits, degrees, or certificates from UAC will transfer to other institutions or meet employers' training requirements. This may be done by calling the prospective school or employer.

**Testing Information** Practice tests and/or final exams exist online for the “Professional Bookkeeper”, “QuickBooks Specialist”, “Professional Tax Preparer”, and “Profit & Growth Expert” programs. After enrolling, the student should go to: [www.uacourses.com](http://www.uacourses.com) to access the related content & testing system. Any student who successfully completes the course of study will be awarded an appropriate certificate of completion for the course. A student may take the final exam twice. Students needing a letter of recommendation should call or email the school.

**Grading Policy** Final exams are used to evaluate performance and knowledge which then determines the final grade. A score of 90% or higher constitutes a comprehensive knowledge of coursework and may earn a special designation (see below). A certificate of completion is issued by UAC for scores of 70% or higher. Scores below

70% result in a failing grade. No credit toward course completion will be granted for previous educational training or instruction. UAC is registered under the Postsecondary Proprietary School Act. This does not mean that the state of Utah supervises, recommends or accredits the institution. UAC is not accredited by a regional or national institution recognized by the US Department of Education. UAC maintains full surety as required by Utah state law (bond held by the Division of Consumer Protection).

**Student Financing** Tuition is earned upon enrollment. Upon processing payment, confirmation of the order will be sent to the email address provided, if one was given at the time of purchase. Financing is currently available in-house & via CLIMB to US, & Canadian students. A down payment is required, followed by monthly payments, per terms agreed above, to be paid automatically on the date each month as agreed above by debit card, credit card, or EFT. After enrolling, the student may call **801-265-3777** or email [uacinfo@universalaccounting.com](mailto:uacinfo@universalaccounting.com) to qualify for options to adjust or extend the financing terms. Student agrees to advise UAC of a change in address during the term of any financing arrangements. It is the student's responsibility to call UAC's Finance Department and make any necessary changes to payment information including credit card type, expiration date, card number, or other pertinent information. Payments will be processed on the 15<sup>th</sup> of each month on the original payment method given at the time of purchase unless other arrangements have been made with UAC's Finance Department.

**Payment Processing** Payment in full is the preferred method of payment. We accept cash (US currency), check, credit card (American Express, Visa, Master, Discover) or money order.

**Late Payment Fee Policies** A late fee of \$25 will be applied if any payment is not received within 10 days of its due date.

**Refund / Cancellation Policy:** A three-day cooling-off period for a refund, minus the enrollment fee, is allowed beginning when a student receives their login and password from UAC until midnight three business days later. A student wanting to cancel within this time frame must notify the school in writing via email or certified letter, postmarked within the three-day period. A student wanting to cancel within 30 days of enrolling may be eligible but will have to pay a 15% restocking/admin fee of the total tuition.

**Collections, Policies Terms: Due as stated upon enrollment. Interest at the rate of 1.72 % per month (20.57% per annum) will be charged on all past due balances.** In the event the account is delinquent and satisfactory arrangements have not been made for payment, the above signed agrees to pay all legal fees, attorney fees, court costs, including charges and collection agency fee of up to 40% of the principal balance assigned, with or without suit. A student who has missed any payment deadlines is in breach of contract & once in default, all services including, but not limited to online access, support & coaching will cease until the account is brought up to date.

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**Legal Jurisdiction** This agreement shall be construed and enforced per the laws of the State of Utah. Furthermore, the parties agree the only courts with jurisdiction to hear disputes arising hereunder are courts located in the County of Salt Lake, State of Utah. This agreement supersedes all other agreements, verbal or otherwise.

### **The CFO Project Terms & Conditions**

As of the date of this agreement, and for the period of 12 months, The CFO Project, LLC ("Company") will provide to Member an exclusive platform that consists of proprietary systems, trainings, community, information, and practical resources designed for financial professionals to help them offer a CFO service to business owners to help those business owners have a growing and more profitable business. CFO Project membership includes:

- **The CFO Basic Training** – You'll have access to our proprietary training to provide a high-quality CFO service.
- **The CFO Workbook** – You'll have access to our proprietary tool used to offer a CFO service.
- **The CFO Roundtable** – You'll be assigned to your own small group called 'The CFO Roundtable' that meets weekly led by a CFO Trainer.
- **The CFO Trainer** – Your CFO Roundtable will be led by a CFO Trainer who will act as your guide.

- **The CFO Hub** – You'll have exclusive access to an online 'hub' that contains a form, guides, and training.
- **The CFO Masterclasses** – You'll get access to live online classes that deep-dive into specific topics to be a better CFO and grow your CFO practice

**Term** -Member agrees their CFO Project Membership Agreement begins as and continues for an Initial Period of twelve (12) months. Member further acknowledges and agrees that Member will have access to the platform throughout the duration of the initial period, any early cancellations will become effective only as of the end of the Initial Period, and any and all amounts owed or accrued during the Initial Period by Member remain due and payable even if Member chooses to cancel before the end of the Initial Period. After the Initial Period, Member will have the option to renew the agreement. If Member elects to continue after the Initial Period, the terms of this agreement are incorporated by reference herein and Member shall be bound by the payment terms thereof and Company shall deliver services according to the terms thereof. Member acknowledges that renewals are not automatic, and any subsequent periods must be exercised or otherwise communicated by Member to Company prior to the end of a period, otherwise, Company has the right to accept or deny the renewal at Companies sole discretion. If Member terminates the Agreement before the Initial Period. Company reserves the right to retain the full fee as well as collect any remaining amounts owed.

**Intellectual Property Rights, Confidentiality, and Non-Compete** - Company owns all rights, title, and interests in and to the Membership Platform guides, workbooks, tools, and training and its contents. Member acknowledges that the Membership Platform and the contents therein constitute proprietary information and trade secrets which are the sole and exclusive property of Company and that the Membership Platform and its contents are or may be protected by U.S. patent, copyright, trade secret and/or similar laws and certain international treaty provisions. Member acknowledges that Member does not have any right, title or interest in or to the Membership Platform or any associated intellectual property rights, but only a limited license of use for the term of membership revocable in accordance with the terms of this Agreement. This limited license does not include any rights in trademark, branding, or the like.

Member shall, at all times, utilize their own branding in association with the services that they provide to their clients. Member shall not at any time use the Membership Platform nor its contents for anything other than personal business use. As an example, Member shall not use the Membership Platform to provide business training, coaching, or consulting to business owners on how to offer a CFO service. Member shall take commercially reasonable steps to keep the Membership Platform confidential.

**Member shall not compete with Company and shall not utilize the Membership Platform or its contents in competition with Company, in particular, in providing educational platforms/services to accountants, bookkeepers, or business coaches.**

**Member shall not utilize the Membership Platform and the access provided thereby to market, advertise, recruit, or otherwise divert the attention of other Members of the Membership Platform from the focus provided by Company. Advertising, and the like, to other Members is a material breach of this Agreement and the associated license to use and access the Membership Platform.**

License to use the materials provided by Company (e.g., guides, tools, resource vault materials, other resources) persists only so long as Member continues to be a Member under this Agreement. Member hereby acknowledges that such Licensed Materials are inherently valuable and that should Member continue to utilize Licensed Materials in violation of the Intellectual Property Rights of Company without a license thereto, Member shall be liable in an amount no smaller than triple the membership fee that would have been required to continue the license thereto for the period of time that such violation occurred.

**Commitment to Results** - Company stands by its Membership Platform as a way to obtain actual results and is committed to helping its Members find real success. As such, if Member **actively participates in the Membership Platform and implementation thereof** and has not had at least three paying clients within the first twelve months, Member will be provided with complimentary access to the Membership Platform, starting in month thirteen (13), along with a series of one-to-one coaching calls with an expert having experience in acquiring paying clients until Member acquires three paying clients.

**Warranties, Indemnification and Limitation of Liability** -Unless otherwise stated herein, Company does not guarantee results and makes no express or implied warranties. The Summary of Membership Platform Offerings is a non-limiting exemplary summary and not all listed offerings will be available to all members at all times. Member

is responsible for supplying their own internet access for internet-based platform offerings. Company reserves the right to amend the Membership Platform Offerings at any time at Company's sole discretion.

**The success or failure of Member in implementing a CFO service into their business depends entirely on Member's efforts. The Membership Platform is a supporting resource designed to promote success but cannot replace Member's efforts.**

Company hereby disclaims all express or implied warranties, whether implied by operation of law or otherwise, including without limitation all warranties of merchantability and fitness for a particular purpose. You release the Company from and shall indemnify and hold us harmless against, all claims, liabilities, obligations, damages, losses, costs, and expenses, whether direct, indirect, contingent, or remote, of whatsoever kind, nature, or description, including reasonable attorneys' fees, which may be asserted against or incurred by us, in any manner howsoever, arising from, related to or in connection with this Contract excepting only those claims, etc. which are proximately caused by our grossly negligent, reckless or willful or wanton conduct. Any and all proceedings arising from the same shall be filed in the State of Colorado. The foregoing shall insure to us, our executives, agents, and our employees, and all of our and their respective heirs, personal representatives, successors, and assigns. The Member agrees that the liability of the Company is limited to the cost of the services provided, regardless of the alleged injury or damage or the number of claimants.

Member acknowledges that Member is not purchasing a franchise or business opportunity and that their success or failure in their own business is a result of their own efforts as supported and assisted by Company. Company does not guarantee access to clients or client sources to Members.