
BeanLab Terms & Conditions

(Authoritative Version — Governing All Services, Engagements, and Transactions)

Effective Date: 12/26/2025

Version: 1.0

Last Updated: 12/26/2025

1. Acceptance and Applicability

These Terms & Conditions (“Terms”) govern all services provided by BeanLab Accounting & Advisory (“BeanLab,” “we,” “us,” or “our”) to any client, customer, or user (“Client,” “you,” or “your”), whether such services are recurring, annual, project-based, or otherwise.

By:

- executing an engagement proposal,
- approving a service quote (including electronic acceptance),
- signing a tax return authorization,
- authorizing payment,
- or continuing to use BeanLab services,

Client acknowledges and agrees to be bound by these Terms.

These Terms constitute the **entire governing agreement** between BeanLab and Client unless otherwise required by law.

2. Agreement Structure and Incorporation

Specific services, pricing, and deliverables are defined exclusively through one or more of the following:

- Executed engagement proposals or service quotes
- Annual or project-specific tax return authorization forms
- Written confirmations of additional services (including email approvals)

All such documents are governed by, and expressly incorporate, these Terms by reference.

In the event of a conflict, the order of precedence is:

- Executed engagement proposal or service quote
 - Applicable tax return authorization
 - These Terms & Conditions
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3. Scope of Services (General Framework)

BeanLab provides professional services including, but not limited to, accounting, bookkeeping, payroll, tax preparation, tax planning, compliance filings, advisory, consulting, financial reporting, and related services.

Nothing in these Terms obligates BeanLab to provide any specific service unless expressly agreed to in writing.

Unless explicitly stated in a signed proposal, BeanLab does **not** provide:

- legal services,
- audit or assurance services,
- examinations or reviews,
- fiduciary services.

4. BeanLab Responsibilities

BeanLab shall:

- perform services with reasonable professional care and competence,
- rely on information provided by Client without independent verification,
- not audit, verify, or examine underlying data unless separately engaged,
- not be responsible for detecting fraud, theft, or illegal acts,
- notify the Client if material errors or irregularities come to our attention.

BeanLab's services are advisory and administrative in nature and do not substitute for Client management or decision-making.

5. Client Responsibilities

Client is solely responsible for:

- providing complete, accurate, and timely information,
- maintaining appropriate records and internal controls,
- reviewing all deliverables for accuracy and completeness,
- making all management decisions,
- complying with applicable laws and regulations,
- retaining copies of all final deliverables.

BeanLab is not responsible for delays, penalties, interest, or adverse outcomes resulting from incomplete, inaccurate, or late information provided by Client.

6. Confidentiality

All non-public information obtained by BeanLab in the course of providing services shall be treated as confidential and shall not be disclosed without Client consent except as required by law, regulation, professional standards, or court order.

BeanLab does not provide legal advice, and any CPA-client privilege is limited by applicable law.

Electronic communications (including email) are inherently insecure. Client accepts these risks and releases BeanLab from liability arising from interception or unauthorized access outside BeanLab's reasonable control.

BeanLab retains workpapers for seven (7) years and does not retain original client records.

7. Privacy and Data Protection

7.1 Information Collected

BeanLab may collect personal, financial, tax, payroll, and business information solely to provide and improve services.

7.2 Use of Information

Information is used exclusively for:

- service delivery,
- client communication,
- regulatory compliance,
- internal operational purposes.

7.3 No Sale or Marketing Use

BeanLab does not sell, rent, or share personal information for marketing or promotional purposes.

7.4 Data Security

BeanLab employs commercially reasonable administrative, technical, and physical safeguards. No system is fully secure, and BeanLab disclaims liability for breaches beyond reasonable control.

7.5 Client Rights

Client may request access, correction, or deletion of personal information as permitted by law.

8. Use of Technology and Third-Party Providers

BeanLab may utilize third-party platforms, software, processors, and service providers to deliver services. BeanLab is not liable for failures or breaches attributable to third-party providers outside BeanLab's direct control, provided reasonable safeguards are maintained.

Client's use of third-party platforms may also be governed by separate terms imposed by those providers.

9. Fees, Billing, and Payment Authorization

9.1 Billing

Fees for services are determined by executed engagement proposals, service quotes, or published fee schedules and may include recurring, fixed, hourly, or project-based charges. Fees are earned as services are performed and are non-refundable once work has commenced.

9.2 Payment Authorization

Client authorizes BeanLab to initiate electronic payments for amounts due using the payment method provided, including ACH debits to a designated bank account or charges to a credit or debit card. Client represents and warrants that they are an authorized user of the designated payment account or card.

ACH is BeanLab's standard payment method. Credit and debit card payments may be subject to a convenience or processing fee as disclosed at the time of payment.

9.3 Late Payments and NSF

Client acknowledges that electronic ACH transactions may result in funds being withdrawn from the designated account on or after the scheduled transaction date.

If an ACH transaction is rejected or returned for non-sufficient funds or similar reasons, BeanLab may re-initiate the transaction and assess applicable NSF or administrative fees. BeanLab may also assess finance charges on past-due balances and suspend services for nonpayment.

Client agrees to notify BeanLab promptly of any suspected errors or unauthorized transactions. Payment disputes must be submitted within a reasonable period, not to exceed thirty (30) days from the transaction date.

9.4 Additional Billable Time

If services exceed prepaid, bundled, or included allocations, BeanLab may bill additional time at then-current rates.

9.5 Payment Policies

Specific payment mechanics, fee amounts, retry timing, and processing details are described in BeanLab's **Payment Authorization Policy**, which is incorporated by reference and forms part of these Terms & Conditions.

10. Tax-Specific Policies

10.1 Document Deadlines

Client must provide required tax documents by BeanLab's stated internal deadlines. Late submissions may require filing extensions and may incur additional fees.

10.2 Extensions

BeanLab may file extensions when necessary. Client remains responsible for paying estimated taxes due.

10.3 Review and Filing

Client is responsible for reviewing returns prior to filing. BeanLab is not responsible for penalties arising from delayed approvals or signatures.

10.4 Notices and Amendments

Responses to tax notices or amended returns may be billed separately unless caused by BeanLab error.

11. Changes to Services

BeanLab may adjust service scope, pricing, or rates periodically.

Changes may be accepted through:

- executed proposals,
- electronic approvals,
- written confirmations,

- continued use of services after notice.

No additional engagement agreement is required unless expressly stated.

12. Term and Termination

These Terms remain in effect until terminated.

Either party may terminate with written notice. BeanLab may terminate immediately for nonpayment, ethical conflicts, fraud, lack of cooperation, or abusive conduct.

Upon termination:

- fees for services rendered become immediately due,
- BeanLab is not obligated to complete unfinished work.

13. Limitation of Liability and Indemnification

BeanLab's total liability for any claim is limited to the fees paid for the services giving rise to the claim.

BeanLab is not liable for incidental, indirect, special, punitive, or consequential damages.

Client agrees to indemnify BeanLab against third-party claims arising from Client-provided information or misuse of deliverables.

All claims must be brought within one (1) year of service performance.

14. Dispute Resolution

Disputes shall first be addressed through good-faith discussion. If unresolved, either party may request mediation under the rules of the American Arbitration Association or another mutually agreed mediator.

Mediation proceedings are confidential. Each party bears its own costs.

15. Electronic Communications and Signatures

Client consents to electronic communications and electronic signatures. Electronic records are deemed originals.

Client is responsible for monitoring communications and maintaining current contact information.

16. Governing Law and Miscellaneous

These Terms are governed by the laws of the state in which BeanLab is headquartered.

If any provision is unenforceable, the remaining provisions remain in effect.

BeanLab may assign these Terms to a successor entity. Client may not assign without consent.