



# TERMS AND CONDITIONS

## **PAYMENT POLICIES**

You are responsible for paying the full fee you originally agreed to pay for any product or service you purchase, regardless of whether you leave the program, do not complete it within the time frame provided, or do not use the information we provided you for any reason.

If you cannot pay in total for a product or service and require a payment plan, you are still responsible for the total purchase price of the program to which you originally agreed.

We reserve the right to remove access to all groups, programs, and materials should automatic monthly payments decline. If payments are late or otherwise delinquent, we reserve the right to remove your access from any program where applicable until payments are current.

All sales are billed in USD.

All sales are final. We do not accept returns on non-refundable products and services, including CFO programs, strategic planning, and coaching.

## **RECORDINGS**

We reserve the right to record all live program calls for future use. Your participation indicates your consent.

## **FINANCIAL DISCLAIMERS**

You recognize and agree that we have made no implications, warranties, promises, suggestions, projections, representations, or guarantees whatsoever to you that you will receive any financial results with respect to your purchase of Donna McPherson CPA, D. McPherson CPA & Associates LLC, Six-Figure Profit System, or DonnaMcPhersonCPA.Com and all its assigns (The Company) products and services, and that we have not authorized any such projection, promise, or representation by others.

Any financial or income statements or examples are only estimates of what we forecast is possible for you and/or your company. There is no assurance that you will perform as well as stated in any examples. If you rely upon any numbers provided, you must accept the entire risk of not performing as well as any information indicated.



There is no assurance that any prior successes or past results as to earnings or financial results will apply, nor can any prior successes be used to indicate your future success or results from any of the information, content, or strategies we provide. Any and all claims or representations as to income or earnings are not to be considered “average earnings.”

You acknowledge that we have not and do not make any representations as to the health - physical, mental, emotional, spiritual, or health benefits, future income, expenses, sales volume, or potential profitability or loss of any kind that may be derived as a result of your participation in any of our product, services or materials. We cannot and do not guarantee that you will attain a particular result, positive or negative, financial or otherwise, through our products, services, and materials. You accept and understand that results differ for each individual.

We also expressly disclaim responsibility for the choices, actions, results, use, misuse, or non-use of the information provided or obtained through our products, services, or materials. You agree that your results are strictly your own, and we are not liable or responsible in any way for your results. Participant accepts and agrees that he/she is fully responsible for his/her progress and results and that Company offers no representations, warranties, or guarantees verbally or in writing regarding Participant’s future earnings, business profits, marketing performance, customer growth, or results of any kind.

The Company does not guarantee that Participant will achieve any results using any of the ideas, tools, strategies, or recommendations presented at the Program, and nothing in the Program is a promise or guarantee to Participant of such results. Any examples of income earned by others or testimonials about this Program are not meant as a promise or guarantee of Participant’s earnings or success. You understand that with any business endeavor, there is an inherent risk, including a loss of capital and loss of customers. Therefore you assume all responsibility for any such risk.

### **General**

This website (the “Site”) is owned and operated by Donna McPherson CPA, aka “DonnaMcPhersonCPA.Com”. By using the Site, you agree to be bound by these Terms of Service and to use the Site in accordance with these Terms of Service, our Privacy Policy, and any additional terms and conditions that may apply to specific sections of the Site or to products



and services available through the Site or from Donna McPherson CPA, D. McPherson CPA & Associates LLC. Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Service. We reserve the right to change these Terms of Service or to impose new conditions on the use of the Site from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

### **Intellectual Property Rights Our Limited License to You**

This Site and all the materials available on the Site are our property and/or our affiliates' property and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal, noncommercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. However, you may download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

### **Disclaimers**

We may provide links and pointers to Internet sites maintained by third parties throughout the Site. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites or the information, products, or services offered on or through the sites. In addition, neither we nor our affiliates operate or control in any respect any information, products, or services that third parties may provide on or through the Site or on websites linked to by us on the Site. If applicable, any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, are those of the respective authors or distributors, not Donna McPherson CPA or D. McPherson CPA & Associates LLC. Neither Donna McPherson CPA, D. McPherson CPA & Associates LLC, nor any third-party provider of information guarantees any content's accuracy, completeness, or usefulness. Furthermore, Donna McPherson CPA or D. McPherson CPA & Associates LLC



neither endorses nor is responsible for the accuracy and reliability of any opinion, advice, or statement made on any of the Sites by anyone other than an authorized Donna McPherson CPA or D. McPherson CPA & Associates LLC representative while acting in his/her official capacity.

THE INFORMATION, PRODUCTS, AND SERVICES OFFERED ON OR THROUGH THE SITE AND BY DONNA McPHERSON CPA, LLC AND ANY THIRD-PARTY SITES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE, PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, INCLUDING BULLETIN BOARDS OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS ON THIS SITE OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

You agree at all times to defend, indemnify and hold harmless Donna McPherson CPA and D. McPherson CPA & Associates, LLC, its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

### **Online Commerce**

Certain sections of the Site may allow you to purchase many products and services online provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability, or other aspects of these products and services. If you make a purchase from a merchant on the Site or on a site linked to by the Site, the information obtained during your visit to that



merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages you incur and agree not to assert any claims against us or them arising from your purchase or use of any products or services made available by third parties through the Site.

Your participation, correspondence, or business dealings with any third party found on or through our Site regarding payment and delivery of specific goods and services, and any other terms, conditions, representations, or warranties associated with such dealings, are solely between you and such third party. You agree that Donna McPherson CPA and D. McPherson CPA & Associates, LLC shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false, or fraudulent purposes or to anticipate demand for a particular product or service. You agree only to purchase goods or services for yourself or another person for whom you are legally permitted. When purchasing for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

### **Interactive Features**

This Site may include various features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features that allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via



any email services on the Site, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information, or files you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features or disobey any requirements, procedures, policies, or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site or any account, computer system, or network connected to this Site by hacking, password mining, or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software, or other material that contains a virus or other harmful component.
- Use the Site to post, transmit, or in any way exploit any information, software, or other material for commercial purposes or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services or to make donations of any kind without our express written approval.
- Gather for marketing purposes any email addresses or other personal information posted by other users of the Site.



Donna McPherson CPA and D. McPherson CPA & Associates, LLC may host message boards, chats, and other public forums on its Sites. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to the message boards, chats, or other public forums in the future.

Donna McPherson CPA and D. McPherson CPA & Associates, LLC or its designated agents may remove or alter any user-created content for any reason. Message boards, chats, and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by Donna McPherson CPA and D. McPherson CPA & Associates, LLC outside contributors or by users not connected with Donna McPherson CPA and D. McPherson CPA & Associates, LLC, some of whom may employ anonymous usernames.

Donna McPherson CPA and D. McPherson CPA & Associates, LLC expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information, or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers, or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the participants' opinions and do not reflect those of Donna McPherson CPA and D. McPherson CPA & Associates, LLC, or any of its subsidiaries or affiliates.

Donna McPherson CPA and D. McPherson CPA & Associates, LLC have no obligation to monitor any content or postings on the message boards, chat rooms, or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users, and visitors.

### **Limitation of Liability**



UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS.

THIS SITE IS CONTINUALLY UNDER DEVELOPMENT, AND DOMMA McPHERSON CPA AND D. McPHERSON CPA & ASSOCIATES, LLC MAKE NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS, OR APPROPRIATENESS FOR ANY PURPOSE.

PARTICIPANT acknowledges and agrees that no representation has been made by OR ITS AFFILIATES and relied upon as to the future income, expenses, sales volume, or potential profitability that may be derived from participation in this program.

---