

EDWIN VENEZUELA TAX ADVISORS LLC
Website Terms & Conditions

Last Updated: November 3, 2025

1) Who We Are

This website is operated by EDWIN VENEZUELA TAX ADVISORS LLC ("EVTA," "we," "us," or "our"), a Florida limited liability company providing U.S. tax advising services only. We do not perform tax return preparation, filing, legal representation, audit defense, or legal advice unless expressly and separately agreed in a signed engagement letter.

Contact: edwinvenezuelataxadvisor@gmail.com

2) Acceptance of These Terms

By accessing or using our website, booking a consultation, or purchasing any service from us, you agree to these Terms & Conditions (the "Terms"). If you do not agree, do not use the site or services.

3) Informational Content; No Professional-Client Relationship from Website Use

All information on the site (including articles, videos, posts, and resources) is provided for educational and general informational purposes only and does not constitute individualized tax, legal, accounting, or investment advice. Viewing or using the site does not create a client relationship. A client relationship arises only after: (a) we accept you as a client; and (b) both parties sign a written engagement letter that defines the scope of services and fees.

4) Scope of Services

We provide tax advisory/consulting services tailored to U.S. federal and (as applicable) state tax matters. Unless a signed engagement letter states otherwise, we do not (i) prepare or file federal or state tax returns, (ii) represent you before the IRS or any state authority, (iii) provide legal services, or (iv) guarantee any tax outcome, deduction, credit, refund, or result. You remain solely responsible for your tax filings, payments, and compliance.

No Legal/Accounting Engagement Without Letter. We are not a law firm and not your CPA unless expressly stated in a separate, signed engagement letter. Our website communications are not legal advice.

Territorial Scope. We serve clients located in the United States and its territories (including Puerto Rico, Guam, U.S. Virgin Islands, American Samoa, and the Northern Mariana Islands). Our services are not offered where prohibited by law.

5) IRS Circular 230 Notice

To the extent any written communication from EVTA could be construed as a federal tax opinion, such advice is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties under the Internal Revenue Code or promoting, marketing, or recommending any transaction to another party.

6) Booking, Fees, Cancellations, and Refunds

Bookings. Consultations may be requested through our site or by email. Bookings are subject to availability and our acceptance.

Fees. Unless otherwise stated in a signed engagement letter, consultations are billed at the rate communicated at scheduling/checkout.

Cancellations/Rescheduling. We require at least 24 hours' notice to cancel or reschedule a consultation. Missed or late-cancelled appointments may be charged in full.

Refunds. Fees for completed consultations are non-refundable. Prepaid amounts for services not yet rendered may be refunded at our discretion, less any costs incurred.

Chargebacks. You agree not to file chargebacks without first giving us a reasonable opportunity to resolve billing issues in good faith.

7) Client Responsibilities

You agree to: (a) provide complete and accurate information and documentation; (b) review any advice and confirm your understanding; and (c) make your own decisions regarding your tax compliance. You are responsible for maintaining your records and for implementing or not implementing our recommendations.

8) No Guarantees; Forward-Looking Statements

Tax laws change frequently and may be interpreted differently by tax authorities. We do not guarantee outcomes or any reduction of tax liabilities. Any forward-looking statements reflect opinions as of the date made and are subject to risks and uncertainties.

9) Intellectual Property

The website, its content, logos, graphics, text, and materials are owned by EVTA or our licensors and protected by intellectual property laws. You may view and download materials for personal, non-commercial use only. You may not copy, modify, distribute, display, or create derivative works without our prior written consent. No license is granted by implication or otherwise.

10) User Conduct

You agree not to use the site or services to violate any law; infringe intellectual property or privacy rights; upload malware; or attempt to interfere with site operations or security. We may suspend or terminate access for any reason in our discretion.

11) Third-Party Links and Tools

The site may reference third-party websites, calculators, payment processors, schedulers, or communication tools. We are not responsible for third-party sites or services and provide no warranties regarding them. Your use of third-party services is governed by those providers' terms and privacy policies.

12) Testimonials and Results

Client testimonials represent individual experiences and are not a guarantee of future performance. Results depend on many factors beyond our control.

13) Confidentiality

We maintain the confidentiality of nonpublic information you share with us as part of a client engagement, subject to legal and ethical obligations. Email and online communications may not be fully secure; avoid sending sensitive information unless using methods we authorize. We are not responsible for misdirected or intercepted transmissions sent contrary to our secure-transfer instructions.

14) Electronic Communications & E-Signatures

You consent to receive communications electronically, including invoices, engagement letters, and disclosures. Electronic signatures and records are valid and enforceable to the fullest extent permitted by law.

15) Disclaimers

THE SITE AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EVTA DOES NOT WARRANT THAT THE SITE IS ERROR-FREE OR SECURE. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES ARE LIMITED TO THE SHORTEST PERIOD ALLOWED.

16) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVTA, ITS MEMBERS, MANAGERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, OR DATA, ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR SERVICES. IN NO EVENT SHALL OUR AGGREGATE LIABILITY EXCEED THE GREATER OF (A) USD \$1,000 OR (B) THE FEES YOU PAID TO EVTA FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT. NOTHING IN THESE TERMS LIMITS LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR INJURY TO PERSON OR PROPERTY CAUSED BY EVTA TO THE EXTENT SUCH LIMITATION IS UNENFORCEABLE UNDER APPLICABLE LAW.

17) Indemnification

You agree to indemnify, defend, and hold harmless EVTA and our personnel from any claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your: (a) use of the site or services; (b) violation of these Terms; or (c) reliance on any content or advice without a signed engagement letter and full disclosure of relevant facts.

18) Governing Law; Dispute Resolution

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-laws rules. Any dispute shall be resolved exclusively through binding arbitration in Miami-Dade County, Florida, administered by the American Arbitration Association under its Commercial Arbitration Rules. Class and representative actions are waived and the right to a jury trial is waived. Small-claims court option: Either party may bring an individual action in small-claims court with jurisdiction. Injunctive relief: Either party may seek temporary or injunctive relief in a court of competent jurisdiction to protect confidential information or intellectual property. Each party bears its own attorneys' fees and costs, except as otherwise required by law or the applicable rules.

19) Age; Export & Sanctions Compliance

You represent that you are at least 18 years old and will not use the services in violation of U.S. export control or OFAC sanctions laws. You are not located in, under the control of, or a national or resident of any restricted country or prohibited party list.

20) Changes to the Terms

We may update these Terms from time to time. The "Last Updated" date reflects the effective date. Your continued use after changes become effective constitutes acceptance of the updated Terms.

21) Miscellaneous

Severability. If any provision is found unenforceable, the remainder remains in effect.

Assignment. You may not assign these Terms without our prior written consent; we may assign to an affiliate or in connection with a merger or sale.

Entire Agreement. These Terms, together with any signed engagement letter, constitute the entire agreement regarding the site and services.

Waiver. Our failure to enforce any provision is not a waiver.