ExpressCFO Terms of Service

ExpressCFO A wholly owned subsidiary of XBS Express Business Solutions LLC 3535 Peachtree Road NE | Suite 320 | Atlanta, GA 30326

Effective Date: June 1, 2026 **Last Updated:** June 1, 2026 **Governing Law:** State of Georgia, United States of America

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> **PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE EXPRESSCFO PLATFORM. BY ACCESSING OR USING THE PLATFORM YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE PLATFORM.**

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1. Parties and Acceptance

These Terms of Service (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and ExpressCFO (“ExpressCFO,” “we,” “our,” or “us”), a wholly owned subsidiary of XBS Express Business Solutions LLC, a Georgia limited liability company headquartered at 3535 Peachtree Road NE, Suite 320, Atlanta, Georgia 30326.

ExpressCFO operates the financial coaching, fractional CFO, management accounting advisory, capital access, and AI automation services platform available at expresscfo.com and related subdomains (collectively, the “Platform”).

By accessing the Platform, creating an account, booking a coaching session, downloading content, submitting a form, or otherwise using any feature of the Platform, you represent that:

- You have read and understood these Terms in their entirety
- You are at least 18 years of age, or if between the ages of 13 and 17, you have obtained documented parental or guardian consent
- You have the legal authority to enter into this agreement on behalf of yourself and, where applicable, the business entity you represent

- You agree to be legally bound by these Terms and all policies incorporated herein by reference

If you do not agree to these Terms, you must immediately discontinue use of the Platform and may not create or maintain an account.

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2. Description of Services

ExpressCFO provides the following services and Platform features, subject to these Terms.

2.1 Financial Coaching for Founders

A structured coaching engagement beginning with a complimentary introductory session. Sessions are conducted via Zoom and consist of a pre-session self-paced intake form, a pre-work financial exercise, and a live one-on-one advisory conversation with a qualified advisor. The introductory session is provided at no charge and without obligation to engage further services. Paid coaching engagements are governed by separate service agreements.

2.2 Fractional CFO and Management Accounting Advisory

Ongoing management accounting, financial reporting, cash flow management, and executive advisory services delivered on a monthly retainer basis. Specific scope, pricing, and terms for retainer engagements are set forth in individual engagement letters executed between ExpressCFO and the client. In the event of any conflict between these Terms and an executed engagement letter, the engagement letter shall control with respect to the specific service described therein.

2.3 Capital Advisory and Funding

Advisory services related to sourcing and structuring business loans, commercial real estate financing, and private equity capital. ExpressCFO does not originate loans, make lending decisions, or invest capital directly. All capital transactions are executed between the User and third-party lenders or investors. ExpressCFO acts solely as an advisory and preparation intermediary. Any performance fee arrangement related to capital advisory is governed by a separate written fee agreement.

2.4 AI Agent and Workflow Automation

Project-based services for the design, configuration, and deployment of AI-powered workflow automation, agent systems, document processing automation, and related technology solutions. Scope, deliverables, and pricing for AI projects are set forth in individual project agreements. ExpressCFO partners with vetted third-party technology providers to deliver these services; the involvement of specific providers will be disclosed in the applicable project agreement.

2.5 Gated Content and Member Platform

Free access to educational content including eBooks, white papers, case studies, and blog posts, subject to account registration and applicable opt-in terms. Gated pricing information requires a free member account. All content is provided for informational and educational purposes only and does not constitute financial, legal, tax, or investment advice.

2.6 Accounting and Tax Advisory, Business Registration, and Other Services

Additional services including accounting and tax advisory, business entity registration assistance, payment processing setup, business credit advisory, external investor relations, M&A advisory, and executive coaching are available and described in detail on the Platform. Specific engagements are governed by individual service agreements or engagement letters.

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3. Account Registration and Security

3.1 Eligibility

You must be at least 18 years of age to create an account and use paid services on the Platform. Users between the ages of 13 and 17 may access the Platform for educational content only with documented parental or guardian consent. We do not knowingly permit users under the age of 13 to create accounts or submit personal information.

3.2 Account Creation

You may create an account using your email address and a password, or by authorizing sign-in through Google OAuth 2.0. By using Google OAuth, you authorize ExpressCFO to receive and store your name, email address, and Google account identifier for authentication purposes as described in our Privacy Policy.

3.3 Accuracy of Information

You represent and warrant that all information you provide during account registration and throughout your use of the Platform is accurate, current, and complete. You agree to update your account information promptly if it changes. Providing false, misleading, or fraudulent information is grounds for immediate account termination.

3.4 Account Security

You are solely responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify ExpressCFO immediately at team@xbsatlanta.com if you suspect unauthorized access to your account. ExpressCFO is not liable for any loss or damage arising from unauthorized use of your account where such use results from your failure to maintain credential security.

3.5 One Account Per User

Each individual may maintain only one personal account on the Platform. Business entities may maintain one account per legal entity. Creating multiple accounts to circumvent access restrictions, pricing structures, or any other Platform policy is prohibited and is grounds for termination of all associated accounts.

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4. Acceptable Use

Your use of the Platform is subject to the following rules. Violation of any of these rules may result in immediate account suspension or termination without notice and without refund of any fees paid.

4.1 Permitted Use

You may use the Platform solely for lawful purposes and in accordance with these Terms. Permitted uses include:

- Accessing educational content and downloading gated materials for your personal or business use
- Booking and attending coaching sessions
- Submitting forms and inquiries in good faith for the purpose of evaluating or receiving ExpressCFO services
- Managing your account and accessing your member dashboard
- Submitting partner program applications in connection with a legitimate business relationship

4.2 Prohibited Use

You may not use the Platform to:

- Violate any applicable local, state, federal, or international law or regulation
- Submit false, fraudulent, or misleading information, including misrepresenting your

financial situation, business status, or identity

- Impersonate any person or entity, or falsely represent your affiliation with any person or entity
- Circumvent, disable, or interfere with any security feature of the Platform
- Attempt to gain unauthorized access to any portion of the Platform, server, database, or connected system
- Upload or transmit viruses, malware, or any other malicious or disruptive code
- Scrape, crawl, or systematically extract data from the Platform without express written authorization
- Use the Platform to solicit, market, or promote services competitive with ExpressCFO without written authorization
- Use any information obtained through the Platform to harass, harm, or discriminate against any individual
- Use the Platform in any manner that could impair, overburden, or compromise Platform infrastructure or interfere with other Users' access
- Reproduce, distribute, modify, or create derivative works from Platform content without express written authorization

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5. Coaching Sessions and Advisory Services

5.1 Nature of Services

The services provided through ExpressCFO, including financial coaching, fractional CFO advisory, accounting and tax advisory, capital advisory, and executive coaching, are professional advisory and educational services. They do not constitute the practice of law, the rendering of legal advice, the preparation of tax returns (unless separately engaged under a specific tax preparation agreement), or the provision of investment advice as defined under the Investment Advisers Act of 1940.

5.2 No Guarantee of Outcomes

ExpressCFO does not guarantee any specific financial outcome, capital approval, revenue increase, or business result from its services. Financial coaching, management accounting advisory, and capital preparation services improve the quality of financial information and decision-making. Results depend on factors outside our control including lender underwriting criteria, market conditions, business performance, and decisions made by the User.

5.3 Complimentary Introductory Session

The complimentary introductory coaching session is provided as an educational orientation and financial awareness conversation. It does not create an ongoing advisory relationship, a fiduciary duty, or an attorney-client or accountant-client relationship. The introductory session is limited to one session per individual and per business entity. Attempts to obtain multiple complimentary sessions through separate accounts or representations are prohibited.

5.4 Session Recordings

Coaching sessions conducted via Zoom are not recorded by ExpressCFO without your express written consent obtained before the session begins. If you wish to record a session for your personal use, you must disclose that intent at the start of the session and obtain the advisor’s consent. Unauthorized recording of sessions is prohibited.

5.5 Cancellation and Rescheduling

You may cancel or reschedule a booked coaching session without penalty provided you do so at least 24 hours before the scheduled start time. Cancellations made less than 24 hours before a scheduled session may result in forfeiture of a prepaid session fee, if applicable. ExpressCFO reserves the right to reschedule sessions due to advisor unavailability and will provide at least 24 hours notice in such cases.

5.6 Intake Form and Pre-Work

Completion of the pre-session intake form and pre-work financial exercise is strongly recommended but not required. Users who do not complete the pre-work may receive a less tailored session. Information provided in the intake form and pre-work is used solely to prepare for and conduct the session and to improve our coaching methodology, as described in our Privacy Policy.

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6. Fees, Payment, and Refunds

6.1 Free Services

The following Platform features are provided at no charge: account creation and sign-in, the introductory coaching session, access to publicly available blog posts and news content, and submission of lead magnet forms for gated content. No credit card is required to access free features.

6.2 Paid Services

Paid services including retainer engagements, project-based advisory work, and paid coaching sessions are subject to fees set forth in individual service agreements, engagement letters, or project agreements executed between ExpressCFO and the client. Payment terms, invoicing schedules, and accepted payment methods are specified in those agreements. Stripe is used to process payments; by providing payment information you agree to Stripe's terms of service.

6.3 Capital Advisory Performance Fee

Where ExpressCFO provides capital advisory services, a performance fee of 1 percent of the funded amount is earned upon successful closing and disbursement of a capital transaction. The performance fee is due within 5 business days of funding. Preparation fees, if applicable, are credited against the performance fee as specified in the applicable fee agreement. No performance fee is earned if a capital transaction does not close.

6.4 Pricing Changes

ExpressCFO reserves the right to modify pricing for any service at any time. Price changes will not affect services governed by an executed engagement letter or project agreement during the term of that agreement. We will provide at least 30 days advance notice of pricing changes to existing clients before those changes take effect.

6.5 Refund Policy

All fees for advisory and project-based services are non-refundable unless expressly stated otherwise in the applicable engagement letter or service agreement. If ExpressCFO fails to deliver a material agreed-upon deliverable, you must notify us in writing within 10 business days of the missed delivery date. We will work in good faith to resolve the issue. Refund eligibility is determined on a case-by-case basis consistent with applicable consumer protection law.

6.6 Late Payment

Amounts not paid within 30 days of the invoice due date are subject to a late fee of 1.5 percent per month or the maximum rate permitted by applicable law, whichever is lower. ExpressCFO reserves the right to suspend services for accounts with past-due balances until payment is received in full.

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7. Intellectual Property

7.1 Our Intellectual Property

The Platform and all content, features, and functionality thereof, including but not limited to website design, text, graphics, logos, icons, images, audio clips, data compilations, software, and the selection and arrangement thereof, are owned by ExpressCFO, XBS Express Business Solutions LLC, or their respective licensors and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

The following marks and frameworks are proprietary to XBS Express Business Solutions LLC and may not be used without express written permission:

- ExpressCFO (trademark)
- XBS Express Business Solutions (trademark)
- The EDUCATIONAL System for Transforming Business Revenue into Personal Wealth (registered framework)
- High Performance Finance (trademark)
- Financial Blind Spots (publication trademark)

7.2 Limited License to Users

Subject to your compliance with these Terms, ExpressCFO grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform and its content for your personal and internal business purposes. This license does not include the right to:

- Reproduce, distribute, publicly display, or create derivative works from any Platform content without express written authorization
- Use any Platform content for commercial purposes other than the advisory services for which you have engaged ExpressCFO
- Remove, alter, or obscure any copyright, trademark, or other proprietary notice
- Use any data mining, robots, scrapers, or similar data gathering tools on the Platform

7.3 User Content

By submitting information to ExpressCFO through forms, intake questionnaires, contact submissions, or coaching sessions, you grant ExpressCFO a non-exclusive, royalty-free, worldwide license to use that information for the purposes described in these Terms and our Privacy Policy, including service delivery, internal analytics, and the anonymized data program described in the Privacy Policy.

You represent and warrant that you have the right to submit any information you provide and that doing so does not violate the rights of any third party, including the intellectual property, privacy, or confidentiality rights of any business partner, employer, or counterparty.

7.4 Feedback

If you submit feedback, suggestions, or ideas about the Platform or our services, you grant ExpressCFO a perpetual, irrevocable, royalty-free license to use that feedback without compensation or attribution to you.

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8. Confidentiality

8.1 Our Confidentiality Obligations

ExpressCFO treats all nonpublic information you share during coaching sessions, advisory engagements, intake forms, and business consultations as confidential. We will not disclose your confidential business information to third parties except as described in our Privacy Policy, as required by law, or as expressly authorized by you in writing.

Information is not considered confidential if it: (a) was already known to ExpressCFO prior to your disclosure; (b) becomes publicly available through no fault of ExpressCFO; (c) is received from a third party who was not under a confidentiality obligation; or (d) is independently developed by ExpressCFO without reference to your confidential information.

8.2 Your Confidentiality Obligations

You agree to maintain the confidentiality of any proprietary frameworks, methodologies, tools, assessments, or processes disclosed to you by ExpressCFO during the course of your engagement. This includes but is not limited to the EDUCATIONAL System framework, coaching assessment instruments, financial modeling templates, and any other proprietary intellectual property of ExpressCFO or XBS Express Business Solutions LLC. You may not disclose, reproduce, or commercialize these materials without express written authorization.

8.3 Confidentiality Agreement

By using the Platform and engaging ExpressCFO for advisory services, you acknowledge and agree to the mutual confidentiality obligations set forth in this Section 8. For formal client engagements, a separate Confidentiality Disclosure Agreement may be executed and will govern in the event of any conflict with this Section.

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9. Data Use, Anonymization, and the Data Program

> **Important: Default Participation in Anonymized Data Program.** All Users are included by default. You may opt out in writing at any time.

By creating an account and using the Platform, you acknowledge that ExpressCFO collects structured financial and behavioral data for the purpose of improving our services and supporting our internal data lake and data monetization strategy with vetted strategic partners.

All data used in aggregate analysis or shared with strategic partners is anonymized prior to use or sharing. Anonymization removes all direct and indirect personal identifiers. Anonymized data cannot be used to re-identify you.

You are included in this program by default. You may opt out at any time by submitting a written request to team@xbsatlanta.com with the subject line "Data Opt-Out Request." Your opt-out will be processed within 30 days. Opting out does not affect your use of the Platform or access to any services.

We never sell your personally identifiable information. We never share your name, email, company name, or financial details with strategic partners. Full details of our data practices are set forth in our Privacy Policy, which is incorporated into these Terms by reference.

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10. Disclaimers

> **Important Legal Notice. Read this section carefully. It limits our liability and affects your legal rights.**

10.1 No Financial, Legal, or Tax Advice

THE CONTENT AND SERVICES PROVIDED THROUGH THE PLATFORM, INCLUDING FINANCIAL COACHING SESSIONS, EDUCATIONAL CONTENT, WHITE PAPERS, EBOOKS, AND BLOG POSTS, ARE PROVIDED FOR INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE FINANCIAL ADVICE, INVESTMENT ADVICE, LEGAL ADVICE, TAX ADVICE, OR ACCOUNTING ADVICE. NO ADVISOR-CLIENT RELATIONSHIP, ATTORNEY-CLIENT RELATIONSHIP, OR CPA-CLIENT RELATIONSHIP IS CREATED SOLELY BY YOUR USE OF THE PLATFORM OR ATTENDANCE AT A COMPLIMENTARY

INTRODUCTORY SESSION.

You should consult a licensed attorney, CPA, registered investment advisor, or other qualified professional before making any financial, legal, or tax decisions. ExpressCFO is not responsible for any decisions you make based on information provided through the Platform.

10.2 No Guarantee of Capital Approval

ExpressCFO's capital advisory services prepare clients for capital access by improving financial documentation and advisor relationships. ExpressCFO makes no representation or warranty that any client will receive a loan approval, investor commitment, or other capital transaction as a result of our services. Lending and investment decisions are made solely by third-party lenders and investors according to their own criteria.

10.3 Platform Provided "As Is"

THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE. EXPRESSCFO DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

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11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSCFO, XBS EXPRESS BUSINESS SOLUTIONS LLC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM OR OUR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO EXPRESSCFO IN THE 12 MONTHS PRECEDING THE CLAIM; OR (B) ONE HUNDRED DOLLARS ($100.00).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR

INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN THOSE JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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12. Indemnification

You agree to defend, indemnify, and hold harmless ExpressCFO, XBS Express Business Solutions LLC, and their respective officers, directors, employees, agents, and licensors from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to:

- Your use of or access to the Platform
- Your violation of these Terms
- Your violation of any applicable law or regulation
- Your violation of the rights of any third party, including intellectual property, privacy, or confidentiality rights
- Any inaccurate, false, or misleading information you submit through the Platform
- Your use of any information or content obtained through the Platform

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13. Third-Party Services and Links

The Platform integrates with and links to third-party services including Google (OAuth and Analytics), Zoom, Mailchimp, Agiled, Substack, and Stripe. These third-party services are governed by their own terms of service and privacy policies. ExpressCFO is not responsible for the content, practices, or availability of any third-party service.

Your use of third-party services accessed through or in connection with the Platform is at your own risk. We encourage you to review the terms and privacy policies of all third-party services before using them. ExpressCFO is not a party to any transaction or agreement you enter into directly with a third-party lender, investor, or service provider, even if that relationship was facilitated through our advisory services.

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14. Term, Suspension, and Termination

14.1 Term

These Terms are effective from the date you first access the Platform or create an account and continue until terminated by either party as described below.

14.2 Termination by You

You may terminate your account and discontinue use of the Platform at any time by submitting a written account deletion request to team@xbsatlanta.com. Termination does not relieve you of any payment obligations incurred prior to termination.

14.3 Suspension or Termination by ExpressCFO

ExpressCFO reserves the right to suspend, restrict, or terminate your access to the Platform or any service at any time, with or without notice, for any of the following reasons:

- Violation of any provision of these Terms
- Submission of false or fraudulent information
- Non-payment of fees due
- Conduct that is harmful to other Users, the Platform, or ExpressCFO
- Compliance with applicable law or legal process
- Operational or business reasons, with at least 30 days notice where feasible

14.4 Effect of Termination

Upon termination of your account: (a) your license to use the Platform immediately ceases; (b) we may delete or retain your data in accordance with our Privacy Policy and applicable law; (c) all payment obligations that accrued before termination survive; and (d) Sections 7, 8, 9, 10, 11, 12, 15, 16, and 17 of these Terms survive termination indefinitely.

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15. Dispute Resolution

15.1 Informal Resolution

Before initiating any formal legal proceeding, you agree to contact ExpressCFO at team@xbsatlanta.com and provide a written description of the dispute, the relief sought, and your contact information. The parties agree to use good faith efforts to resolve the dispute informally within 30 days of receipt of the written notice.

15.2 Governing Law

These Terms and any dispute arising out of or relating to them or the Platform shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, without regard to its conflict of law principles.

15.3 Jurisdiction and Venue

Any legal action or proceeding arising under these Terms that is not subject to arbitration shall be brought exclusively in the state or federal courts located in Fulton County, Georgia. You consent to the personal jurisdiction and venue of such courts and waive any objection to venue on grounds of inconvenience or otherwise.

15.4 Arbitration

At ExpressCFO's election, any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this arbitration agreement, shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration shall be conducted in Atlanta, Georgia, unless the parties agree otherwise. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent or restrain a breach of these Terms, including but not limited to unauthorized use of intellectual property or confidential information.

15.5 Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY PROCEEDING TO RESOLVE A DISPUTE SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST EXPRESSCFO OR XBS EXPRESS BUSINESS SOLUTIONS LLC.

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16. Modifications to These Terms

ExpressCFO reserves the right to modify these Terms at any time. When we make material changes, we will:

- Update the "Last Updated" date at the top of this document
- Post a notice on the Platform for at least 30 days
- Send written notification to all registered Users at the email address on file

- Where required by applicable law, obtain your consent before the change takes effect

Your continued use of the Platform after the effective date of any modification constitutes acceptance of the revised Terms. If you do not agree with the revised Terms, you must discontinue use of the Platform and may request account deletion as described in Section 14.2. Modifications will not apply retroactively to disputes that arose before the effective date of the modification.

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17. General Provisions

17.1 Entire Agreement

These Terms, together with the Privacy Policy and any executed engagement letter, service agreement, project agreement, or fee agreement, constitute the entire agreement between you and ExpressCFO with respect to the subject matter hereof and supersede all prior or contemporaneous understandings, representations, and agreements, whether written or oral.

17.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be so modified, it shall be severed from these Terms. The remaining provisions shall continue in full force and effect.

17.3 Waiver

The failure of ExpressCFO to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of ExpressCFO to be effective. A waiver of any breach shall not constitute a waiver of any subsequent breach.

17.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without the prior written consent of ExpressCFO. ExpressCFO may assign these Terms or any of its rights or obligations hereunder without your consent in connection with a merger, acquisition, sale of substantially all assets, or corporate restructuring, provided that the assignee assumes all obligations under these Terms.

17.5 Force Majeure

ExpressCFO shall not be liable for any delay or failure to perform its obligations under these Terms to the extent such delay or failure is caused by circumstances beyond our reasonable control, including acts of God, natural disasters, pandemic, governmental action, internet or telecommunications outages, or third-party platform failures.

17.6 Notices

All notices to ExpressCFO under these Terms must be in writing and delivered to team@xbsatlanta.com. Notices to you will be sent to the email address associated with your account. Notices are deemed received: (a) when delivered, if sent by email with confirmation of receipt; or (b) three business days after deposit in the United States mail, postage prepaid, if sent by first-class mail to a physical address.

17.7 No Third-Party Beneficiaries

These Terms are for the benefit of the parties hereto only. Nothing in these Terms creates or is intended to create any rights in any third party.

17.8 Relationship of the Parties

These Terms do not create a partnership, joint venture, agency, franchise, or employment relationship between you and ExpressCFO. You have no authority to bind ExpressCFO to any obligation.

17.9 Headings

Section headings in these Terms are for convenience only and have no legal or contractual effect.

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18. Contact Information

For all legal notices, questions about these Terms, or to exercise any rights described herein, please contact:

ExpressCFO | XBS Express Business Solutions LLC Attn: Legal and Compliance 3535 Peachtree Road NE, Suite 320 Atlanta, GA 30326 **Email:** team@xbsatlanta.com

We will respond to all legal inquiries within 10 business days of receipt.

These Terms of Service were drafted for informational and operational purposes by XBS Express Business Solutions LLC acting in a paralegal capacity. This document does not *constitute legal advice and should be reviewed by a licensed attorney admitted to practice in the State of Georgia and knowledgeable in applicable federal law, including GLBA, CCPA, COPPA, and financial services regulation, before publication or enforcement. Particular attention should be given to the arbitration clause, class action waiver, limitation of liability, and data program provisions, which may be subject to state-specific enforceability limitations.*

ExpressCFO | XBS Express Business Solutions LLC | June 2026