

# Terms and Conditions

## **Hemlock Financial Group**

108 E Main St., Suite 220

Kingsport, TN 37660

Website: [www.hemlockfinancialgroup.com](http://www.hemlockfinancialgroup.com)

**Effective Date:** 06/23/2025

**Last Updated:** 06/23/2025

## **1. Acceptance of Terms**

By accessing and using the Hemlock Financial Group website ([www.hemlockfinancialgroup.com](http://www.hemlockfinancialgroup.com)), scheduling appointments, downloading materials, subscribing to our newsletter, or engaging with our services, you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, please do not use our website or services.

## **2. About Hemlock Financial Group**

Hemlock Financial Group is a certified public accounting firm providing tax planning, accounting services, tax preparation, business consulting, estate tax preparation, business exit planning, business valuations, and related professional services. We are licensed to practice in Tennessee and serve clients primarily in the United States who have U.S. tax obligations, estates, or business interests.

## **3. Website Use and Restrictions**

### **3.1 Permitted Use**

You may use our website for lawful purposes related to learning about our services, scheduling appointments, downloading authorized materials, subscribing to our newsletter, and accessing informational content we provide.

### **3.2 Prohibited Activities**

You may not:

- Copy, reproduce, distribute, or create derivative works from our website content without written permission
- Use our website for any unlawful purpose or to solicit unlawful activity
- Attempt to gain unauthorized access to our systems or networks
- Upload or transmit viruses, malware, or other harmful code
- Engage in spam, harassment, or other disruptive behavior

- Use our website content for commercial purposes without authorization
- Impersonate Hemlock Financial Group or misrepresent your affiliation with us
- Interfere with the proper functioning of our website

### **3.3 Content Sharing**

While you may not copy our content, you are welcome to share links to our website and specific pages. We encourage appropriate sharing that directs people to our original content.

## **4. Professional Services Disclaimer**

### **4.1 Informational Purposes Only**

**IMPORTANT:** All content on this website is provided for informational and educational purposes only. Nothing on this website constitutes:

- Legal advice for your specific situation
- Tax advice specific to your individual circumstances
- Professional recommendations for your particular needs
- A substitute for personalized professional consultation

### **4.2 No Attorney-Client or Accountant-Client Relationship**

Use of this website, downloading materials, or subscribing to our newsletter does not create an attorney-client, accountant-client, or any other professional relationship between you and Hemlock Financial Group. Such relationships are established only through separate, written engagement agreements.

### **4.3 Tax Law and Regulatory Changes**

Tax laws, regulations, and interpretations change frequently. While we strive to keep our content current, we cannot guarantee that all information reflects the most recent changes. Always consult with a qualified professional for current, specific advice.

### **4.4 Estate Planning and Business Valuation Disclaimer**

Estate planning and business valuation involve complex legal and financial considerations that vary significantly based on individual circumstances. Our general information cannot address the specific factors that may apply to your situation.

### **4.5 No Guarantee of Results**

We make no warranties or guarantees about the outcomes of any professional services. Each client's situation is unique, and results will vary based on individual circumstances.

## **5. Digital Products and Downloads**

### **5.1 Free Downloads**

We may offer free educational materials, guides, checklists, and other resources. By downloading these materials, you agree that:

- Materials are for your personal or business use only
- You may not redistribute, resell, or republish the materials
- You may not remove our copyright or attribution notices
- We retain all intellectual property rights in the materials

### **5.2 Paid Digital Products**

When available, paid digital products are subject to the payment terms outlined in Section 7. All sales are final unless otherwise specified in the product description.

### **5.3 License Grant**

We grant you a limited, non-exclusive, non-transferable license to use downloaded materials for their intended purpose. This license does not permit commercial use or redistribution.

## **6. Newsletter Subscription**

### **6.1 Subscription Terms**

Our newsletter subscription may be offered as a free or paid service. Subscription details, including pricing and frequency, will be clearly disclosed at the time of signup.

### **6.2 Free Newsletter**

Our free newsletter may be canceled at any time by following the unsubscribe instructions in any newsletter email.

### **6.3 Paid Newsletter**

- Paid newsletter subscriptions may be canceled within 30 days of initial subscription for a full refund
- After the 30-day period, subscriptions may be canceled at any time but are not eligible for refund
- Refunds will be processed through the original payment method within 5-10 business days
- Subscribers will retain access to newsletter content through the end of their paid period

## **6.4 Content Rights**

Newsletter content is proprietary and confidential. Subscribers may not share, forward, or redistribute newsletter content without written permission.

# **7. Appointment Booking and Professional Services**

## **7.1 Appointment Scheduling**

You may schedule appointments through our website booking system. Appointments are confirmed upon our acceptance and may be subject to availability.

## **7.2 Missed Appointments**

- If you miss a scheduled appointment, we will attempt to reschedule once
- Repeated missed appointments may result in termination of the scheduling privilege
- We reserve the right to charge for appointments missed without reasonable notice

## **7.3 Professional Service Engagements**

Actual professional services require separate written engagement agreements that will specify:

- Scope of services
- Fee arrangements
- Professional responsibilities
- Client obligations
- Confidentiality provisions

## **7.4 Service Limitations**

We provide services primarily to clients with U.S. tax obligations, estates, or business interests. We may decline engagements outside our areas of expertise or geographic focus.

# **8. Payment Terms**

## **8.1 Payment Processing**

Payments are currently processed through Stripe, though we reserve the right to use different payment processors in the future. You agree to provide accurate payment information and authorize us to charge your payment method for applicable fees.

## **8.2 Payment for Professional Services**

Professional service fees are governed by separate engagement agreements. Generally:

- Payment terms will be specified in each engagement agreement
- Missed payments may result in termination of the service engagement
- We reserve the right to charge interest on overdue amounts as permitted by law

## **8.3 Website-Related Payments**

For newsletter subscriptions and digital products purchased through the website:

- Payment is due at the time of purchase
- We accept major credit cards and other payment methods as available
- All prices are in U.S. dollars

# **9. Client Confidentiality and Professional Privilege**

## **9.1 Confidentiality Commitment**

We are committed to maintaining the confidentiality of client information in accordance with professional standards and applicable law.

## **9.2 Professional Privilege**

Communications with our firm may be protected by accountant-client privilege, attorney-client privilege (where applicable), or other professional privileges as provided by law.

## **9.3 Website Communications**

Please note that communications through our website (contact forms, email) may not be secure. For confidential matters, we recommend using our secure client portal or speaking with us directly.

# **10. Intellectual Property Rights**

## **10.1 Our Content**

All content on our website, including text, graphics, logos, images, videos, and software, is owned by or licensed to Hemlock Financial Group and is protected by copyright, trademark, and other intellectual property laws.

## **10.2 Trademarks**

"Hemlock Financial Group" and our logos are trademarks of our firm. You may not use our trademarks without written permission.

## **10.3 User Content**

If you submit content to our website (such as blog comments when available), you grant us a non-exclusive license to use, modify, and display that content in connection with our services.

## **11. Third-Party Services and Links**

### **11.1 Payment Processors**

We use third-party payment processing services. Your payment information is subject to the privacy policies and terms of these processors.

### **11.2 External Links**

Our website may contain links to third-party websites. We are not responsible for the content, privacy practices, or terms of these external sites.

### **11.3 Future Integrations**

We may integrate additional third-party services (scheduling tools, document platforms, etc.) in the future. We will update these Terms as necessary to reflect such changes.

## **12. Limitation of Liability**

### **12.1 Website Use**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEMLOCK FINANCIAL GROUP SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF OUR WEBSITE OR SERVICES.

### **12.2 Professional Services**

Liability for professional services is governed by separate engagement agreements and applicable professional standards.

### **12.3 Maximum Liability**

Except as required by law or professional regulations, our total liability for any claim related to website use shall not exceed the amount you paid us in the twelve months preceding the claim.

## **13. Dispute Resolution**

### **13.1 Arbitration**

Most disputes arising from these Terms or use of our website shall be resolved through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

### **13.2 Court Rights Preserved**

Notwithstanding the arbitration requirement, either party may:

- Seek injunctive relief in court to protect intellectual property rights
- Pursue small claims court remedies
- Exercise other legal rights as permitted by law

### **13.3 Location**

Arbitration proceedings shall take place in Kingsport, Tennessee, or another location mutually agreed upon by the parties.

### **13.4 Professional Services Disputes**

Disputes related to professional services may be subject to different dispute resolution procedures as specified in engagement agreements or required by professional regulations.

## **14. Governing Law**

These Terms are governed by the laws of the State of Tennessee and the United States, without regard to conflict of law principles.

## **15. Modifications to Terms**

### **15.1 Right to Modify**

We reserve the right to modify these Terms at any time. Changes will be effective upon posting to our website with an updated "Last Updated" date.

### **15.2 Notice of Changes**

For material changes, we will provide reasonable notice through our website or email notifications to newsletter subscribers.

### **15.3 Continued Use**

Your continued use of our website after changes are posted constitutes acceptance of the modified Terms.

## **16. Termination**

### **16.1 Termination by You**

You may stop using our website and services at any time. To cancel newsletter subscriptions, follow the instructions provided in our emails or contact us directly.

### **16.2 Termination by Us**

We may terminate or restrict your access to our website if you violate these Terms or engage in conduct that we determine is harmful to our business or other users.

### **16.3 Effect of Termination**

Upon termination, your right to use our website ceases immediately. Provisions that by their nature should survive (confidentiality, limitation of liability, governing law) will continue in effect.

## **17. Accessibility and Technical Requirements**

### **17.1 Accessibility**

We strive to make our website accessible to users with disabilities. If you encounter accessibility issues, please contact us for assistance.

### **17.2 Technical Requirements**

Our website requires a modern web browser and internet connection. We are not responsible for technical issues resulting from outdated software or connectivity problems.

## **18. Professional Standards Compliance**

### **18.1 Professional Obligations**

As a CPA firm, we are subject to professional standards and regulations that govern our conduct and client relationships.

### **18.2 Regulatory Compliance**

We comply with applicable professional standards from the American Institute of Certified Public Accountants (AICPA), state boards of accountancy, and other relevant regulatory bodies.

### **18.3 Independence Requirements**

Professional independence requirements may limit our ability to provide certain services to some clients. We will advise you of any such limitations during the engagement process.

## **19. Miscellaneous Provisions**

### **19.1 Entire Agreement**

These Terms, together with our Privacy Policy and any applicable engagement agreements, constitute the entire agreement between you and Hemlock Financial Group regarding use of our website.

### **19.2 Severability**

If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.

### **19.3 Waiver**

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or any other provision.

### **19.4 Assignment**

You may not assign your rights under these Terms without our written consent. We may assign our rights to any successor or affiliate.

### **19.5 Force Majeure**

We are not liable for any failure to perform our obligations due to circumstances beyond our reasonable control, including natural disasters, government actions, or technical failures.

## **20. Contact Information**

If you have questions about these Terms and Conditions, please contact us:

**Hemlock Financial Group**  
108 E Main St., Suite 220  
Kingsport, TN 37660  
Email: [info@hemlockfg.com](mailto:info@hemlockfg.com)  
Phone: (833) 424-9829

For legal or professional matters, please include "Terms and Conditions" in the subject line of your communication.

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*These Terms and Conditions are effective as of the date listed above and govern your use of our website and services from that date forward.*