

Terms of Service

Effective Date: 8/26/2025

These Terms of Service ("Terms") govern your access to and use of the services and website (the "Website") provided by RANDY GONZALEZ E HIJOS INC ("we," "us," or "our"). By accessing or using the Website (www.rgehijos.com), SMS program, or any interactions with our platform, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use our Website or services.

1. Acceptance of Terms

By using our Website and services, you accept and agree to be bound by these Terms and any other applicable policies or guidelines referenced herein, including our Privacy Policy. If you do not agree to these Terms, you may not use our Website or services.

2. User Eligibility

To use our Website or services, you must be at least 18 years old or have the legal capacity to enter into a binding contract. If you are under 18, you may not use our services without the consent of a parent or guardian. Use by children under 13 is prohibited.

3. Services Provided

We provide accounting, consulting and tax preparation services. By accessing the Website, you agree to use these services in accordance with the Terms and applicable guidelines.

Our SMS program, NEXTIVA, delivers:

- Confirmations and reminders for contracted services.
- Updates about services or opportunities.
- Occasional promotional offers, only with your consent.

4. Account Registration

In some cases, you may be required to create an account to access certain features of the Website or services, such as profile management. You agree to provide accurate, current, and complete information when creating your account and to update this information as necessary. You are responsible for maintaining the confidentiality of your account credentials and for any activity that occurs under your account.

5. User Obligations and Restrictions

When using the Website and services, you agree to:

- Use the Website and services for lawful purposes only.
- Not engage in activities that may harm, disrupt, or interfere with the Website, our services, or other users (e.g., phishing, smishing).
- Not violate any applicable laws, regulations, or third-party rights.
- Not use any automated means to access the Website or services without prior permission (e.g., bots, scrapers).

Violations may result in suspension and reporting to authorities.

6. Payment and Billing

If you make a purchase or subscribe to paid services (e.g., accounting, consulting and/or tax preparation services), you agree to provide accurate and complete billing information. All payments will be processed securely via our chosen payment processors, which may

include Stripe, PayPal, and/or other trusted providers, according to the pricing and payment terms displayed on the Website. You authorize us to charge your selected payment method for the services you choose. Standard message and data rates may also apply per your carrier plan for SMS usage, and we are not responsible for carrier fees.

7. Content Ownership & User-Generated Content

The content on the Website, including text, images, logos, videos, and other materials, is the property of RANDY GONZALEZ E HIJOS, INC or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not copy, modify, distribute, or use any of this content without our prior written consent. If you submit content to the Website or services (e.g., comments, reviews, or other materials), you grant us a non-exclusive, worldwide, royalty-free, perpetual license to use, reproduce, modify, and display such content in connection with our operations. You are solely responsible for ensuring your content is lawful, non-infringing, and appropriate. We reserve the right to remove or edit user content at our discretion without notice.

8. Third-Party Links

Our Website may contain links to third-party websites or services. These third-party sites are not owned or controlled by us, and we are not responsible for the content, privacy practices, or activities of these third parties. We encourage you to review the terms and policies of any third-party websites you visit.

9. Privacy Policy

Your use of our Website and services is governed by our Privacy Policy, which explains how we collect, use, and protect your personal information.

10. Termination

We may suspend or terminate your access to the Website and services at any time, without notice, if we believe you have violated these Terms or engaged in activities that could harm the Website, services, or other users. Upon termination, you must stop using the Website and services immediately.

11. Limitation of Liability

To the fullest extent permitted by law, RANDY GONZALEZ E HIJOS will not be liable for any direct, indirect, incidental, special, or consequential damages arising from your use or inability to use the Website or services, even if we have been advised of the possibility of such damages. Our liability for any claim arising from these Terms is limited to \$100.00 or the amount you paid us in the last 12 months, whichever is less.

12. Indemnification

You agree to indemnify, defend, and hold harmless RANDY GONZALEZ E HIJOS INC, its employees, affiliates, and partners from any claims, damages, liabilities, and expenses arising from your use of the Website or services or your violation of these Terms.

13. Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of Puerto Rico, USA. Any legal actions or proceedings arising under these Terms shall be brought

exclusively in the courts of Aguadilla, Puerto Rico, USA. Any disputes arising from these Terms or your use of the Website or services will be resolved through good-faith negotiation first. If unresolved after 30 days, disputes shall be submitted to binding arbitration under the rules of a recognized arbitration body, unless applicable law requires otherwise. Arbitration will occur in a mutually agreed location or our primary operating region. You waive the right to participate in class actions unless prohibited by law.

14. AI and Automated Workflows

We may employ artificial intelligence, machine learning, or automated workflows to support or enhance the Website and services, such as improving functionality, personalizing experiences, or processing data efficiently. These technologies are used to assist in delivering our offerings and do not independently make decisions that produce legal or significant effects on you without human oversight. If such technologies are applied in ways that materially impact you, we will provide notice and, where required by law, an opportunity to request human review or opt out of such processes. You acknowledge that these tools may rely on data you provide, and we are not liable for errors or outcomes resulting from incomplete or inaccurate input.

15. Changes to Terms

We reserve the right to modify or update these Terms at any time. Any changes will be posted on www.rgehijos.com, and the revised Terms will be effective as of the date indicated. Your continued use of the Website and services after such changes constitutes your acceptance of the new Terms.

16. Additional SMS Program Details

- **Opt-In Process:** To receive SMS messages via NEXTIVA, you must provide prior express written consent via our website (e.g., checking an opt-in box). Consent is not a condition of using our core services.
- **Opt-Out Instructions:** Text "STOP" to any message to opt out immediately. You'll receive a confirmation and no further messages unless you rejoin. For emails, click "unsubscribe" in any marketing email.
- **Rejoining Instructions:** Text "START" to rejoin the SMS program after opting out. You'll resume receiving messages per your original consent.
- **Message Frequency and Costs:** Frequency varies (e.g., 1-5 messages/month), depending on service needs or opportunities. Standard message and data rates may apply per your carrier plan.

17. Contact Us

If you have any questions or concerns about these Terms of Service, please contact us:

RANDY GONZALEZ E HIJOS
PO BOX 4638 AGUADILLA, PR 00605
Email: randygonza@hotmail.com
Phone: +1 787-891-2755