Terms of Service

Solid Sums Bookkeeping Inc.

Last Updated: October 25, 2026

Identification

These Terms of Service ("Terms") are between Solid Sums Bookkeeping Inc. ("Bookkeeper") and the Client named in the accepted Proposal ("Client" or "you").

Your accepted Proposal and these Terms together make up the agreement between us (the "Agreement"). The Proposal sets out the services, fees, and start date, which these Terms call the "Engagement." If the Proposal and these Terms conflict, the Proposal governs.

Scope of Services

This Engagement covers only the services listed in your Proposal. If additional services are required outside that scope, they will be provided at the out-of-scope rate, currently $120 per hour.

The scope of services (and corresponding fee) may be amended with the agreement of both parties. A new or amended Proposal accepted by the Client counts as that agreement.

Out of Scope work is anything that is not included in the services. Some clients never require out of scope work, others require it occasionally, and some require it regularly.

Some examples of Out of Scope work include:

- Any work that must be completed as a rush job or under a tight deadline that is not laid out in the services section of the Proposal.
- On-site work (travel time is also charged at the out of scope rate).
- Extra Zoom/phone meetings.
- Complicated year-ends where we will have to work with your accountant. Please note that regular monthly/quarterly bookkeeping includes the basics for year-end: granting access to your accountant, entering journal entries as provided by your accountant, and closing the books.
- Seasonal business, or business with short but very busy seasons, where transaction volume significantly exceeds the volume set out in the Proposal for two or three months.
- Payroll for more employees than set out in the Proposal, or with high or

variable turnover.
- Changes to the business (new technologies for us to incorporate, changing banks, etc)

Time Frames

Unless otherwise indicated, recurring monthly or quarterly bookkeeping services will be completed within 30 days of receiving all necessary materials and payment. Time frames for catch-up, clean-up ,and other one-time projects may be set out in the Proposal, or will be estimated and/or agreed with the Client before the work begins.

Should a due date fall on the weekend or a holiday, it will be moved to the next business day.

The Bookkeeper will use all reasonable efforts to complete the Engagement as described in this Agreement within the agreed upon time frames.

However, the Bookkeeper shall not be liable for failures or delays in performance that arise from causes beyond their reasonable control including any delays in the performance by the Client of its obligations.

Fees & Billing Arrangements

The fees for services are set out in your Proposal. All fees are plus applicable taxes (HST).

The fees in your Proposal are fixed for 12 months from your start date. After that, the Bookkeeper may change fees with at least 30 days' written notice. A change to the scope of services can change the fees at any time, as set out under Scope of Services.

For recurring services, payment is due on the 1st of each month. For hourly services, payment is due upon receipt of the invoice. Bookkeeping services will commence upon payment.

Bookkeeping services will not be performed while any balance is owing, including unpaid invoices. Work stops as soon as a payment is late; interest applies once an invoice is 30 days overdue. The Bookkeeper is not responsible for missed deadlines, penalties or interest that result from services being

paused for non-payment.

Payment methods are shown on each invoice. The Bookkeeper accepts Interac e-transfers to payments@solidsums.com. The Bookkeeper will never change its payment details by email alone; if in doubt, confirm by phone before paying.

Invoices unpaid 30 days past the billing date may be deemed delinquent and are subject to an interest charge of 1.5% per month (18% per annum). The Bookkeeper reserves the right to withdraw from this Engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due to the Bookkeeper, the Client agrees to reimburse the Bookkeeper for the costs of collection, including lawyers' fees.

Period of Engagement

Bookkeeping services will begin on the start date in your Proposal and continue until terminated by either party with at least 30 days' written notice.

Engagement Termination

If the Client does not fulfill its obligations under this Agreement, the Bookkeeper may terminate the Engagement by written notice, effective immediately or on the date stated in the notice.

Either party may terminate this Agreement for any reason upon providing written notice to the other party not less than 30 calendar days before the effective date of termination. On termination, the Client shall be responsible for all time and expenses incurred up to the termination date and all costs in terminating any agreement with any third party retained by the Bookkeeper in connection with this Engagement.

In the event of termination, any outstanding fees for services rendered will be due immediately. The Bookkeeper will return or provide access to any Client documents in its possession and assist in the transition to a new Bookkeeper, as necessary, at the out-of-scope rate.

Changes to These Terms

The Bookkeeper may update these Terms by giving the Client at least 30 days' written notice by email. The notice will say what changed and the date the change takes effect.

If the Client continues to receive services after that date, the Client accepts the updated Terms. If the Client does not accept them, the Client may terminate the Engagement under Engagement Termination; if the Client gives notice before the change takes effect, the previous Terms apply until the termination date.

Updates to these Terms do not change fees during the 12-month fixed-price period. The current version of these Terms is available on request and in the client portal.

Bookkeeper Hours of Operation

Monday to Friday, 9am to 5pm. Closed for holidays (the Bookkeeper's holiday closure schedule can be viewed at: https://solidsums.com/holiday-closures/).

The Bookkeeper will respond to any inquiries within 3 business days. Their preferred method of communication is email but they are available via phone or zoom. They also offer a secure portal for the secure transfer of documents, task lists, chat, and more should the Client choose to use it.

Client Responsibilities

To ensure the timely and accurate completion of services, the Client acknowledges that they are responsible for:

- Providing the Bookkeeper all necessary financial documents, receipts, accounts, etc.;
- The accuracy and completeness of the information provided to the Bookkeeper;
- Promptly notifying the Bookkeeper of any changes in the business that may affect services.

Failure to provide the required information in totality and on time may result in delays in the completion of the work or additional fees to complete it on time.

While the Bookkeeper stands behind their professional judgement and experience, this does not override the Client's own business judgement. The Bookkeeper is also not responsible for changes to the books made by others (such as the Client, their staff, or their accountant).

Reporting

The Client is responsible for the accuracy and completeness of the underlying information used to complete their bookkeeping.

The Bookkeeper is responsible for assisting the Client in the preparation of financial information to be used for their business.

Tax Compliance

The Bookkeeper is not a CPA or tax professional and does not certify that the books are tax compliant. The Bookkeeper will not audit or verify the data the Client provides for bookkeeping.

Adjustments to the books may be made at the end of the year by the Client (or their CPA) to meet CRA standards.

GST/HST Compliance

When GST/HST filing is included in your Proposal, the Bookkeeper prepares and files the Client's GST/HST returns with the CRA. Before filing, the Bookkeeper sends the return to the Client for review and files only after the Client approves it. The Client is responsible for paying any GST/HST owing to the CRA by the due date. The Client authorizes the Bookkeeper as its representative with the CRA for this purpose.

The Client must provide all information needed to prepare the GST/HST return by the 5th of the month following the end of each reporting period (for example, by April 5 for a period ending March 31). This applies to monthly, quarterly and annual filers. The Bookkeeper will send the return to the Client for approval, along with the date by which approval is needed to file on time. If information or approval arrives after these dates, the Bookkeeper will use reasonable efforts to file on time but is not responsible for any resulting late-filing penalties or interest.

It is the Client's responsibility to ensure that all Input Tax Credits (ITCs) being claimed are for consumption, use, or supply in their commercial activities and they are responsible for all recordkeeping required.

Input Tax Credits (ITCs) are credits that a business can claim for the GST/HST it has paid on expenses for consumption, use, or supply in its commercial activities. In other words, this is the HST a business has paid on purchases for business expenses.

The CRA requires detailed documentation of GST/HST expenses. They require the original invoice from all suppliers. They do not accept charge slips or charge card statements as valid documentation. You should retain all original vouchers/receipts for charge card purchases in case of review by CRA auditors.

Record Keeping

The Bookkeeper does not keep a copy of your records on file; therefore, it is the Client's responsibility to keep its business records. Typically, the CRA requires records for a minimum of six years from the end of the year to which they relate. This includes all sales and purchase invoices, and all other records related to your business operations and the GST/HST. All records, including electronic records, must be maintained in Canada and made available to CRA officials upon request.

Documents stored in the portal (by Financial Cents) are currently limitless with no plans to remove them. However, Financial Cents reserves the right to amend that policy at any time. The Bookkeeper would advise the Client of any such changes with as much notice as possible. As such, the Bookkeeper does not recommend relying on the portal for the storage of business records.

Documents stored in Dext are saved for 10 years provided you have a current subscription to Dext. The Bookkeeper does not take responsibility for these records. If your Dext subscription is provided via the Bookkeeper and that ends, you'll be able to download a copy of all your Dext records if you want or convert to your own subscription. Dext reserves the right to amend their policies at any time. Dext stores data outside Canada, so it should not be relied on as the Client's official business records.

The Bookkeeper is not responsible for documents stored in your accounting software (such as Quickbooks Online, Freshbooks, etc). The terms and provisions of that storage are between you and the software.

Use of Information

It is acknowledged that the Bookkeeper will have access to significant personal information about the Client and their business as is required to complete the bookkeeping work. The Bookkeeper's services are provided on the basis that:

1. The Client has obtained any required consents for the collection, use, disclosure, storage, transfer, and/or processing of personal information by the Bookkeeper as required by law or regulation.
2. The Bookkeeper will hold all personal information in compliance with its Privacy Policy, available at https://solidsums.com/privacy-policy/.

Confidentiality

The Bookkeeper acknowledges a duty of confidentiality with respect to Client affairs. Accordingly, the Bookkeeper will not provide any third party with confidential information concerning the affairs of the Client except:

- to the providers of software and technology services the Bookkeeper uses to run its business and deliver the services, including accounting, document-capture, client portal, email, office productivity, cloud storage, and artificial intelligence (AI) tools, only as needed for those purposes. Some of these providers may store information or process it outside of Canada;
- when specifically authorized with prior consent;
- if ordered or expressly required to by law; or
- when the information is, or becomes, public.

Communications

In performing services, the Client and Bookkeeper will send messages and documents electronically by email, through the portal software by "Financial Cents," and through Dext software.

Financial Cents has their own privacy policy that all parties agree to.

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Email communications can be intercepted, misdirected, infected by a virus, or

otherwise used or communicated by an unintended third party, the Bookkeeper cannot guarantee or warrant that communications from them will be properly delivered only to the addressee. Therefore, the Bookkeeper specifically disclaims, and the Client releases them from, any liability or responsibility whatsoever for the interception or unintentional disclosure of communications transmitted by the Bookkeeper in connection with the performance of this Engagement.

The Client agrees that the Bookkeeper shall have no liability for any loss or damage to any person or entity resulting from email communications or portal use, including any that are consequential, incidental, direct, indirect, punitive, exemplary or special damages (such as loss of data, revenues, or anticipated profits).

If you do not consent to our use of electronic communications, please notify us in writing.

Errors and Limitation of Liability

The Bookkeeper will perform the services with the care and skill expected of a competent professional Bookkeeper.

If the Bookkeeper makes an error in work it performed, the Bookkeeper will correct it at no charge. An error means a mistake in recording the information the Client provided, such as a miscategorized transaction or an incorrect entry. It does not include differences of professional opinion, adjustments requested by the Client's accountant, changes made by anyone other than the Bookkeeper, or corrections needed because information was missing, late or inaccurate. The Bookkeeper will review any reported error and determine whether it falls under this paragraph; any other corrections are billed at the out-of-scope rate.

The Client is responsible for any penalties and interest resulting from late, incomplete or inaccurate information; late approval of a return; late payment; or changes made to the books by anyone other than the Bookkeeper.

The Bookkeeper's total liability to the Client for all claims of any kind connected to this Agreement is limited to the fees the Client paid the Bookkeeper for the specific services giving rise to the claim, up to a maximum of the fees paid in the 6 months before the claim arose, or $5,000, whichever is less.

The Bookkeeper is not liable for any indirect, incidental, consequential, special or punitive losses, including lost profits, lost revenue, lost data or business interruption, even if the Bookkeeper was told they were possible.

These limits do not apply to the extent the law does not allow liability to be limited, such as for fraud or wilful misconduct.

Costs of Responding to Government or Legal Processes

In the event the Bookkeeper is required to respond to a subpoena, court order, government agency, or other legal process for the production of documents and/or testimony relative to information they obtained and/or prepared during the course of this Engagement, the Client agrees to compensate the Bookkeeper at the out-of-scope rate for all time expended in connection with such response and to reimburse all out-of-pocket costs (including applicable taxes) incurred.

General

Written notice under this Agreement, including notice of termination, fee changes or changes to these Terms, may be given by email. Notice to the Client goes to the most recent email address the Client has given the Bookkeeper. Notice to the Bookkeeper goes to clients@solidsums.com.

Accepting a Proposal electronically, including through the Bookkeeper's proposal software, has the same effect as signing this Agreement.

This Agreement is governed by the laws of Ontario and the federal laws of Canada that apply there.

If any part of this Agreement is found to be unenforceable, that part will be limited or removed only as much as necessary, and the rest of the Agreement stays in effect.

Neither party may transfer this Agreement without the other's written consent, except that the Bookkeeper may transfer it to a buyer or successor of its business with written notice to the Client.

The Bookkeeper provides its services as an independent contractor, not as an employee or partner of the Client.

Survival of Terms

This Agreement will continue in force for subsequent Engagements unless terminated by either party by written notice.

The following sections continue to apply after this Agreement ends: Fees & Billing Arrangements (for amounts owing), Engagement Termination, Record Keeping, Use of Information, Confidentiality, Communications, Errors and Limitations of Liability, Costs of Responding to Government or Legal Processes, and General.

Conclusion

This Agreement (your accepted Proposal and these Terms) includes the relevant terms that will govern the Engagement. It supersedes any prior oral or written representations or commitments by or between the parties, including any earlier engagement agreement or terms of service. Changes take effect only through a new or amended Proposal accepted by the Client, or through an update to these Terms under Changes to These Terms.