# **Audit Assistance Membership Agreement**

The following terms and conditions of this Membership Agreement (the "Agreement") govern the **Protection Plus Audit Assistance**Membership Program ("Program") provided to members of the Program ("Members") by Tax Protection Plus, LLC and the American Advantage Association (cumulatively referred to as "Company"). By accepting enrollment in the Program, you are agreeing to the terms of this Agreement.

- 1. Definitions: The following definitions are applicable to the Agreement.
- a. "ERO" means the Electronic Return Originator participating in the Program approved and authorized by Company.
- b. "Protection Plus Audit Assistance Membership Program" (or the "Program") is a service program offered by Company.
- c. "Return" means an IRS acknowledged individual federal tax return form 1040 (including schedule A, C and E) for the previous year's tax return and is not otherwise excluded in this Agreement.
- d. "Tax Preparer" means the individual completing and signing the acknowledged 1040 Return as the paid preparer.
- e. "Taxpayer" or "Member" means the individual for whom the Tax Preparer completes and signs an acknowledged 1040 Return, and Company receives payment of the Company Program Fee.
- f. "Program Fee" the fee charged by the Tax Preparer or ERO and paid by Member for the Program.
- g. "Company Program Fee" the Company established fee charged by Company for a Taxpayer to participate in the Program and paid to Company out of the total Program Fee.
- h. "Company" Tax Protection Plus, LLC and the American Advantage Association
- 2. Services provided by Company under the Program: From the date the IRS has acknowledged transmission of your Return and Company receives payment of the Company Program Fee and for a period of three (3) years after the filing deadline of April 15 (the Membership Term), for the tax year preceding the year of enrollment, if the Taxpayer's Return is audited by the IRS or the IRS denies any of the credits described in Section 2.7, Company will provide the Taxpayer with the following services (collectively, the "Services"):
- 2.1 Evaluation of all related IRS correspondence.
- 2.2 Explanation of claim requirements and the available options.
- 2.3 Professional IRS document review, consultation and organization.
- 2.4 Drafting of letters and other necessary correspondence with the IRS as needed.
- 2.5 Assistance with telephone communication with the IRS agent for explanations and discussions during the audit process.
- 2.6 Assistance with all IRS forms including schedules A, C, and E unless excluded below in section 3.
- 2.7 Assistance with denied credits, including: Earned Income Credit, Child and Dependent Care Credit, Education Credits, Child Tax Credit, Additional Child Tax Credit, Adoption Credit, Credit for the Elderly or Disabled, Savers Credit.
- 2.8 Assistance with rejected W-7 applications.
- 2.9 Assistance with IRS Identity Theft
- 2.10 Tax debt relief including but not limited to Installment Agreements, Offer in Compromise, Tax Penalty Abatement, Streamline Installment Agreements, Tax Liens, Wage Garnishment Relief, Innocent Spouse Relief provided that **Taxpayer** meets all IRS guidelines for approval of the applicable debt relief and pays all associated governmental fees.
- 2.11 The Services are subject to change, modification, or substitution at any time without notice to the **Member**. In order to receive Services, a **Member** must access the services as instructed within the Membership materials provided and or through the member page of the **Company** Website
- **3. Program Exclusions:** The following types of tax returns and or IRS Inquiries are specifically excluded. **Company** is under no obligation to provide **Taxpayer** with the Services in connection with such returns and or IRS Inquiries:
- 3.1 Non-Resident federal returns.
- 3.2 Amended returns.
- 3.3 Returns other than individual 1040 returns including, but not limited to, corporate, partnership, trust, estate, gift and employment returns.
- 3.4 Returns in which the **Taxpayer**, **Tax Preparer** or **ERO** had knowledge of additional taxes owed as of the date **Taxpayer** enrolled in the **Program**.
- 3.5 Returns prepared with gross negligence, recklessness, intentional misrepresentation or fraud.
- 3.6 State or local returns.
- 3.7 Returns that have become subject to IRS criminal investigations.
- 3.8 IRS inquiries related to foreign income, flow-through entities (partnerships and S-corporations as reported on Schedule K), court awards and damages, bartering income, cancelled debt, estate and gift tax.
- 3.9 IRS inquiries related to the following credits: Foreign tax credit, Plug-in electric vehicle credit, Residential energy efficient property credit, Mortgage interest credit, Credit to holders of tax credit bonds, Health coverage tax credit, "Credit" for prior year minimum tax, "Credit" for excess Social Security tax or railroad retirement tax withheld.
- 3.10 IRS inquiries and audits related to the Affordable Care Act
- **4. Taxpayer Responsibilities:** In order for **Company** to be obligated to provide the Services to **Taxpayer**, the **Taxpayer** agrees to take the following actions:
- 4.1 Contact the IRS (with the assistance of **Company**) per the audit notice received to request an extension of the deadline for responding,
- 4.2 Notify **Company** of any IRS correspondence or notice regarding the **Return** within fifteen (15) days from the date of such notice along with a complete copy of the **Return**.
- 4.3 Provide Company any further assistance or documents as requested that support claims made on the Return.
- 4.4 Pay the **Program Fee**. In the event ERO charges Taxpayer a **Program Fee**, **Taxpayer** agrees to pay the **Program Fee** by either paying such fee directly to the **ERO** or by authorizing the **Program Fee** to be deducted from any tax refunds due the **Taxpayer** for payment to the **ERO**. **Taxpayer** understands that the **ERO** may charge **Taxpayer** a **Program Fee** that is greater than the **Company Program Fee** and retain the difference for their services.
- **5. Disclosure of Information: Taxpayer** hereby agrees that his/her specific **Taxpayer** information, including all information that **Taxpayer** has disclosed to the **ERO** or has been included on the **Return**, may be disclosed by the **ERO** to **Company** and used by **Company** in the manner consistent with this Agreement.
- **6.** Payment of Company Program Fee: Taxpayer understands that ERO is responsible for payment of the Company Program Fee and that Company is under no obligation to provide Services unless Company receives payment of the Company Program Fee.

- 7. Cancellation and Refund Option: If, for any reason, a Member is not satisfied with the Program and wishes to terminate his/her membership, the Member may cancel the membership by notifying Company in writing or by telephoning a Program representative. Membership in the Program shall terminate on the date that Company receives written notice of cancellation. Cancellations within the first 30 days of Membership may be eligible for refund.
- **8. Member Representations and Acknowledgements:** In return for the Services available under the **Program**, the **Member** makes the following representations and acknowledgements:
- 8.1 **Member** has read this Agreement carefully, understands the **Program**, and understands the various billing methods for payment of the **Program Fee**.
- 8.2 Member may cancel his/her Program membership at any time before the conclusion of the Membership Term and will be entitled to a refund subject to the terms of Section 7 of this Agreement.
- 8.3 Membership in the **Program** and benefits thereunder are not assignable without the express written consent of **Company. Member** agrees that he/she will use his/her **Program** membership only for his/her personal benefit. A **Member's** violation of this paragraph 8.3 will result in immediate termination of the **Program** Membership.
- 8.4 **Member** acknowledges that **Company** bears no responsibility for the payment of (or contribution to) any use or sales tax that may be imposed by any state or federal taxing authority on the Services provided under the **Program**. Payment of such taxes, to the extent imposed, shall remain the sole responsibility of the **Member**.
- 8.5 Member understands that Member is responsible for paying the Tax Preparer or ERO for their services rendered.
- 8.6 **Member** understands and agrees that all **Tax Preparers** and **EROs** are independent contractors, and that **Company** in no way is responsible for the Services provided by a **Tax Preparer** or **ERO**.
- 8.7 **Member** understands and agrees that they will be enrolled as a member of the American Advantage Association to be eligible to receive the benefits of the **Program**.
- 8.8 Member understands and agrees that the Program is not insurance.
- 8.9 The **Taxpayer** represents and warrants that they have truthfully provided correct, accurate and complete information to the **Tax Preparer** and to the best of **Taxpayer's** knowledge, the **Tax Preparer** has truthfully, completely and accurately completed all tax return forms and due diligence worksheets and procedures in accordance with all applicable IRS rules, regulations, procedures, guidelines, publications and requirements, and that the protection provided under the **Program** is conditioned upon such completion.
- **9. Disclaimer:** Failure to comply with procedure and strategy actions recommended by **Company** may result in an IRS ruling unfavorable to the **Taxpayer**. Failure or refusal to comply with requests or instructions from the IRS during the audit may result in adverse actions taken by the IRS to **Taxpayer's** detriment. In either case, **Company** will not be held responsible for the outcome and reserves the right to cease providing services when reasonably warranted.
- 10. Disclaimer of Warranties: Company is not a Tax Preparer, ERO, or a direct Provider of the tax services provided to Members other than the Program. ACCORDINGLY, COMPANY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A MEMBER FROM A PARTICIPATING TAX PREPARER OR ERO. MEMBER ACKNOWLEDGES THAT HE/SHE IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING A TAX PREPARER OR ERO FOR THE SERVICES PROVIDED TO MEMBERS BY THE TAX PREPARER OR ERO. In the event any product or service (other than the Program) purchased or received by a Member from a Tax Preparer or ERO is canceled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the Provider, Seller, Merchant, or Manufacturer of the product or service for any repair, exchange, refund, or satisfaction of claim.
- 11. General Release: Each Member who uses the Services under the Program membership hereby forever releases, acquits and discharges Company and their employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such Member or Member's legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the cause of the use of any and all Services under the Program. The sole recourse available to a Member or Member's legal representative(s) against Company shall be cancellation of the Program membership as provided in Section 7 and any refund available as provided in Section 7.
- **12. Notices:** Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by email, U.S. Postal mail, postage prepaid and addressed to the **Member**, at the address provided by the **Member** or by posting a notice within the members section of the **Company** website.
- 13. Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties with regard to membership in the **Program**. No representations, inducements, promises or agreements, or otherwise, shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement. **Member** Acknowledges that **THE PROGRAM IS NOT INSURANCE**.
- **14. Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.
- 15. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina regardless of any application of principles regarding conflicts of laws.
- **16. Headings:** The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.
- 17. Waiver of Breach: Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.

# Tax Reimbursement Program Terms and Conditions

The following terms and conditions govern the Tax Reimbursement Program. Throughout this document, **Program** refers to this Tax Reimbursement Program. **You** and **Your** refer to the person(s) or **Participant(s)** who have been enrolled in the **Program** by a **Participating Tax Preparer. We, Us** and **Our** refer to the **Company** providing this benefit to **Participants**. In addition, when in bold certain words and phrases are defined as follows:

### 1. Definitions:

The following definitions are applicable to the Agreement.

- a. "Assessment" means an initial assessment by the Internal Revenue Service (IRS) against the Return for additional taxes, penalty and/or interest that is made within three (3) years from the original filing date.
- b. "Error" means a miscalculation by a Tax Preparer or certain mistakes by the Tax Preparer that result in an Assessment.
- c. "Return" means an IRS acknowledged individual federal tax return form 1040 (including schedule A, C and E) for the previous year's tax return and is not otherwise excluded in this Agreement.
- d. "Tax Preparer" and "Participating Tax Preparer" means the Electronic Return Originator (ERO) and or the individual completing and signing the acknowledged 1040 return as the paid preparer who is an Organization Member of the American Advantage Association authorized to enroll Participants in the Program.
- e. "Participant" means the individual for which a Participating Tax Preparer or ERO completes and signs an acknowledged 1040 return and reports them as a participant in the Program to Company.
- f. "Company" Tax Protection Plus, LLC through the American Advantage Association and its Organization Member Participating Tax preparers and EROs
- g. "Membership" a term defining a Participant's status as a Participant in the Program who is eligible to receive the Services defined in this Agreement.
- 2. Services provided by Company under the Program: From the date the IRS has acknowledged transmission of your return and for a period of three (3) years after the filing deadline of April 15 (the Membership Term), for the tax year preceding the year of enrollment, if the Participant's Return is audited by the IRS, and it is determined that additional taxes, penalties and interest are due as the direct result of a legitimate Error made by a Participating Tax Preparer, Company will provide the Participant with the reimbursement of up to \$2,500.00 in additional taxes, penalties and interest, subject to the limitations and qualification criteria described in section 5. REIMBURSEMENT BENEFITS ARE NOT AVAILABLE AND WILL NOT BE PAID TO TAXPAYERS WHO RESIDE IN SD, TN, WY OR PUERTO RICO OR IN ANY OTHER STATE IN WHICH APPLICABLE LAW PROHIBITS COMPANY FROM MAKING SUCH PAYMENT
- **3. Program Exclusions:** The following types of tax returns and or IRS inquiries are specifically excluded. **Company** is under no obligation to provide **Participant** with the Services in connection with such tax returns and or IRS inquiries:
- 3.1 Non-Resident federal tax returns.
- 3.2 Amended Returns.
- 3.3 Returns other than individual 1040 returns including, but not limited to, corporate, partnership, trust, estate, gift and employment returns.
- 3.4 Returns in which the Participant or Tax Preparer had knowledge of additional taxes owed as of the date Participant was enrolled in the Program.
- 3.5 Returns prepared with gross negligence, recklessness, intentional misrepresentation or fraud.
- 3.6 State or local tax returns.
- 3.7 **Returns** that have become subject to IRS criminal investigations.
- 3.8 IRS inquiries related to foreign income, flow-through entities (partnerships and S-corporations as reported on Schedule K), court awards and damages, bartering income, cancelled debt, estate and gift tax.
- 3.9 IRS inquiries related to the following credits: Foreign tax credit, Plug-in electric vehicle credit, Residential energy efficient property credit, Mortgage interest credit, Credit to holders of tax credit bonds, Health coverage tax credit, "Credit" for prior year minimum tax, "Credit" for excess Social Security tax or railroad retirement tax withheld.
- 3.10 No payments or reimbursements will be made in relation to additional taxes, penalties or fees due as a result of the Affordable Care
- **4. Participant Responsibilities:** In order for **Company** to be obligated to provide the Services to **Participant**, the **Participant** agrees to take the following actions:
- 4.1 Contact the IRS (with the assistance of **Company**) per the audit notice received to request an extension of the deadline for responding, 4.2 Notify **Company** of any IRS correspondence or notice regarding the **Return** within fifteen (15) days from the date of such notice along
- 4.3 Provide Company any further assistance or documents as requested that support claims made on the Return.

### 5. Reimbursement Policy and Criteria:

with a complete copy of the Return.

- 5.1 The Service that provides for reimbursement of assessed penalties, interest and taxes is provided through **Company** and its **Participating Tax Preparers** and **EROs**.
- 5.2 A Participant's eligibility for reimbursement of assessed penalties; interest and taxes are subject to the exclusions described in Section 3. If the audit is a result of a legitimate Error made by a Participating Tax Preparer, Company will reimburse the affected Participant for additional income tax liabilities, penalties and interest assessed up to \$2,500.00 for the Return. Qualified reimbursements will be paid by Company only after all of the obligations of Participant in Section 4 are satisfied and the Participant provides Company with proof satisfactory to Company that either (a) all tax obligations have been paid in full to the IRS or (b) the Participant is current with any payment agreement entered into with the IRS.
- 5.3 Notwithstanding anything contained herein to the contrary, the **Participant** is not eligible for reimbursement if the additional tax liability, penalty or interest is assessed as a result of:
- 5.3.1 Incomplete, incorrect or misleading information intentionally provided by the Participant, Tax Preparer or ERO.
- 5.3.2 **ERO's** or **Tax Preparer's** reckless failure to include W-2, 1099 or any other taxable income on the **Return**.
- 5.3.3 The **Participant's** inability to provide the IRS or **Company** with sufficient records to support any item on the **Return**, including (but not limited to) filing status, deductions, expenses or dependents.
- 6. Disclosure of Information: Participant hereby agrees that his/her specific Taxpayer information, including all information that

Participant has disclosed to the ERO or has been included on the Return, may be disclosed by the ERO to Company and used by Company in the manner consistent with this Agreement.

- **7. Participant Representations and Acknowledgements:** In return for the Services available under the **Program**, the **Participant** makes the following representations and acknowledgements:
- 7.1 Participant has read this Agreement carefully, understands the Program.
- 7.2 **Membership** in the **Program** and benefits thereunder are not assignable without the express written consent of **Company**. **Participant** agrees that he/she will use his/her **Program Membership** only for his/her personal benefit. A **Participant's** violation of this paragraph 7.2 will result in immediate termination of the **Program Membership**.
- 7.3 Participant understands that Participant is responsible for paying the Tax Preparer or ERO for their services rendered.
- 7.4 **Participant** understands and agrees that all **Tax Preparers** and **EROs** are independent contractors, and that **Company** in no way is responsible for the Services provided by a **Tax Preparer** or **ERO**.
- 7.5 The **Taxpayer** represents and warrants that they have truthfully provided correct, accurate and complete information to the **Tax Preparer** and to the best of **Taxpayer's** knowledge, the **Tax Preparer** has truthfully, completely and accurately completed all tax return forms and due diligence worksheets and procedures in accordance with all applicable IRS rules, regulations, procedures, guidelines, publications and requirements, and that the protection provided under the **Program** is conditioned upon such completion.
- **8. Disclaimer:** Failure to comply with procedure and strategy actions recommended by **Company** may result in an IRS ruling unfavorable to the **Participant**. Failure or refusal to comply with requests or instructions from the IRS during the audit may result in adverse actions taken by the IRS to **Participant's** detriment. In either case, **Company** will not be held responsible for the outcome and reserves the right to cease providing services when reasonably warranted.
- 9. Disclaimer of Warranties: Company is not a Tax Preparer, ERO, or a direct Provider of the tax services provided to PARTICIPANTS other than the Program. ACCORDINGLY, COMPANY GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, FOR ANY SERVICES OR MERCHANDISE PURCHASED OR RECEIVED BY A PARTICIPANT FROM A PARTICIPATING TAX PREPARER OR ERO. PARTICIPANT ACKNOWLEDGES THAT HE/SHE IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING A TAX PREPARER OR ERO FOR THE SERVICES PROVIDED TO PARTICIPANT BY THE TAX PREPARER OR ERO. In the event any product or service (other than the Program) purchased or received by a Participant from a Tax Preparer or ERO is canceled, modified, defective, or otherwise unsatisfactory to the Participant, the Participant will look solely to the Provider, Seller, Merchant, or Manufacturer of the product or service for any repair, exchange, refund, or satisfaction of claim.
- 10. General Release: Each Participant who uses the Services under the Program hereby forever releases, acquits and discharges Company and their employees, agents and affiliates from any and all liabilities, claims, demands, actions, and causes of action that such Participant or Participant's legal representative(s) may have by reason of any monetary damage or personal injury sustained as a result of or during the cause of the use of any and all Services under the Program. The sole recourse available to a Participant or Participant's legal representative(s) against Company shall be cancellation of their Program Membership.
- **11. Notices:** Any and all notices, consents, approvals, requests, and other written communications given or required under the terms of this Agreement shall be deemed to have been duly given and served when sent by email, U.S. Postal mail, postage prepaid and addressed to the **Participant**, at the address provided by the **Participant** or by posting a notice within the participant's section of the **Company** website.
- 12. Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties with regard to **Membership** in the **Program**. No representations, inducements, promises or agreements, or otherwise, shall be of any force or effect. The validity or unenforceability of any term of this Agreement shall in no way affect the validity or enforceability of any other terms or provisions of this Agreement.
- 13. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.
- **14. Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina regardless of any application of principles regarding conflicts of laws.
- **15. Headings:** The headings or captions provided throughout this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.
- **16. Waiver of Breach:** Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision

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Tax Protection Plus
Through the American Advantage Association
P.O. Box 24279 Winston Salem, NC 27114
claims@myprotectionplus.com
Phone # 866-942-8348
Fax# 850-424-1192

**Information:** Tax Protection Plus through the American Advantage Association has obtained a policy from an 'A' rated insurer to back up its provision of the Tax Reimbursement Program.

### **Identity Theft Restoration**

You will have access to Identity Theft Restoration Advocates who will provide you with comprehensive, personalized recovery services.

Our unique identity theft solution provides you with all the components necessary to restore your identity, and prevent future incidences of identity theft. All work done on your behalf is performed by qualified Privacy Advocates. Our program takes a completely hands on approach to identity theft restoration.

## **Identity Theft Restoration:**

Upon notification of an identity theft incident, Privacy Advocates will act on your behalf as a dedicated case manager to:

- Investigate and confirm the fraudulent activity, including known, unknown and potentially complicated additional sources of identity theft.
- Complete and mail customized, pre-populated, state specific "Fraud Packet" via certified mail with pre-paid return instructions.
- Place phone calls, send electronic notifications, and prepare appropriate documentation on the member's behalf, including dispute letters for defensible complaints to any and all appropriate state agencies and financial institutions.
- Issue fraud alerts and victim statements when necessary, with the three consumer credit reporting agencies, the FTC, SSA, and U.S. Postal Service.
- Submit Special Limited Power of Attorney and ID Theft Affidavit to involved creditors for card cancellation and new card issuance.
- · Contact, follow up and escalate issues with affected agencies, creditors, financial institutions, to reinforce member's rights.
- Assist the member in notifying local law enforcement authorities to file the appropriate official reports.
- Utilize real time access to public records reports including DMV, criminal, address changes, liens, and judgments for further investigation where applicable.
- Provide peace of mind and resolution of key issues from start to finish as swiftly as possible.
- Provide members with a "Case Completion Kit" including copies of documentation, correspondence, forms and letters for their personal records.
- Provide daily identity monitoring with all three credit bureaus for six months.

## **Unlimited Legal Care at Discounted Rates:**

As an Identity theft victim, you will have access to a proprietary attorney network that will represent you at the low hourly rate of \$125.00, or when appropriate, 40% off their usual and customary hourly rate, for all extended legal care.

You may use our program to **prosecute** identity theft thieves. This identity theft program provides unlimited discounted legal care, at capped hourly rates, enabling you to both defend yourself and prosecute thieves.

Upon receipt of the payment of the Company Program Fees, your membership will be activated and you will be sent and email containing additional membership information instructing you how you can access the Identity Theft Restoration benefits. This information will be sent to the email address you provided to your tax preparer. If you do not receive this information or if you have questions prior to receiving this information, you can contact us at 866-942-8348.