



Let *CF* Care For You!

# Creative Finesse

*Where NO project is too small!*

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*Business Support from start to Finessed!*

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## Terms of Use—Corporation Formation Agreement

In this Agreement ("Agreement") "you" and "your" refer to each customer, "we", "us" and "our" refer to Creative Finesse, its contractors, agents, employees, officers, directors and affiliates (hereinafter "CF") and "Services" refers to the services provided by us. This Agreement explains our obligations to you and your obligations to us as they relate to the Services. By using the Services under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by us. You agree that you are over eighteen years of age, or have reached the age of majority in your state.

Pursuant to this Agreement, CF will perform a preliminary, non-binding name availability search to determine whether the company name you have chosen is already in use by another corporation in your selected state. If your selected corporate name is not available, CF will then advise you and search for alternate corporate names that you provide until the search results yield a corporate name that is available. In the event that you do not include the proper corporate designator (i.e. "Inc.," "Incorporated," or "Corporation") CF will add the "Inc." suffix to your documentation.

While we make every effort to obtain the most recently updated information, we cannot guarantee the most recent information on corporate name availability is provided to us. Accordingly, we do not guarantee that the name is available for use as a corporation in your state. CF, its contractors, agents, employees, officers, directors and affiliates are not responsible in any way for reliance on the availability of a corporate name.

In the event that your corporate name is unavailable, your sole remedy will be limited to the filing fees paid to CF, less a \$25 processing charge. If for any reason you are dissatisfied with the services of CF after receipt of the corporate documents, CF will retain a \$100 processing fee, and will refund the remainder of the fees paid to CF. In the event that CF has not initiated processing of your order, CF will retain a \$50 processing fee and will refund the remainder of the fees paid to CF. Any and all fees paid to the Secretary of State or other State or Federal Agency cannot be refunded under any circumstances. If the corporation is deficiently formed and/or an error is made on the part of CF, CF will undertake reasonable efforts to cure and amend any necessary documentation, or will refund the fees paid to CF (and possibly to the applicable state entity) at the sole discretion of CF. With the exception of the previous sentence herein, at no time will any fees paid to any state or Federal agencies be refunded to you.

We cannot, and do not, check to see whether the corporate name you select, or the use you make of the corporate name, infringes the legal rights of others. We urge you to investigate to see whether the corporate name you select or its use infringes legal rights of others, and in particular we suggest you seek advice of competent counsel licensed to practice law in the applicable jurisdiction of your corporation filing.

In addition, certain activities by professionals (e.g. doctors, lawyers, and accountants) may require that you form a "Professional Organization" as mandated by state or Federal Statute. If your business activity is such an activity, your corporate entity may NOT protect you or its stockholders from personal liability. Please contact an attorney for further information regarding professional activities in your state.

An order is placed at the time it is submitted to CF via the Internet, telephone, fax or mail. Modification may not be made to your order after submission except upon prior authorization by CF. Following receipt of prior authorization, a modification to the order is valid only after CF receives a signed, written request from you via one of the applicable communication modes noted above.

WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some jurisdictions do not allow the exclusions of implied warranties, so the above exclusion may not apply to you.

## LEGAL or FINANCIAL ADVICE AND REPRESENTATION

"Creative Finesse" is an administrative services provider. The materials herein contain information of general application and **are not intended to replace the advice of an attorney**. While our staff expends great efforts to maintain and provide accurate information, State and Federal laws are dynamic and constantly evolving. In addition, laws are open to different interpretation and greatly vary amongst different jurisdictions.

When using our service, **you will be acting as your own attorney**. CF completes information on the required forms based on the information you have provided to us in your "Request for Incorporation" or "LLC Formation" submission and files the requisite forms with the appropriate state agency. **By providing you with this service, CF, its advisors, agents, representatives, and employees are not rendering any legal or otherwise professional advice or service, and no representations or warranties, express or implied, are given regarding the legal or other consequences resulting from the use of our services.**

CF, its advisors, agents, representatives, and employees are not engaged in the practice of law and cannot provide you with legal advice. Although CF expends great efforts and respects the confidential nature of the information you are submitting to us, **NO SPECIAL RELATIONSHIP or privilege exists between CF and you, including but not limited to any Attorney-Client relationship that might exist had you consulted with a licensed attorney.**

As with all important business matters, CF, its advisors, agents, representatives, and employees strongly recommend that you consult with an attorney licensed to practice law in the applicable jurisdiction in regards to the formation of your corporation and its continued operations. Often, a small investment in sound, competent financial or legal advice can save you thousands of dollars in the future. The services of a competent Tax Advisor are highly recommended to explain to you the benefits and detriments of the various corporation filings and how they may impact you personally.

## FEES, PAYMENT AND TERM

As consideration for the services you have selected, you agree to pay us the applicable service fees. All fees payable hereunder are nonrefundable unless we provide otherwise. As further consideration for the Services, you agree to: (1) provide certain current, complete and accurate information about you as required by the application process and (2) maintain and update this information as needed to keep it current, complete and accurate. All such information shall be referred to as account information ("Account Information").

You hereby grant us the right to disclose to third parties such Account Information. By completing and submitting a corporate name registration application, you represent that the Account Information in your application is correct and that the registration of the selected Corporate Name, so far as you are aware, does not interfere with or infringe upon the rights of any third party. You represent that the corporate name is not being registered for any unlawful purpose.

## REPORTING REQUIREMENTS

CF is not responsible for advising or reminding you of any requirements or obligations, including, but not limited to any annual reports or taxes due, following your incorporation. CF's involvement in your corporation terminates at the time your corporation is created, unless otherwise agreed. Any requirements or obligations for the maintenance of your corporation are NOT the responsibility of CF and are the sole responsibility of you.

## MODIFICATIONS TO AGREEMENT

You agree that we may revise the terms and conditions of this Agreement and change the services provided under this Agreement. Any such revision or change will be binding and effective immediately upon presenting the revised Agreement or change to the service(s) to you by email or regular mail. This revision may also appear on our website therefore you agree to review our web site, including this Agreement, periodically to be aware of any such revisions. You agree that, by continuing to use our Services following notice of any revision to this Agreement or change in service(s), you abide by any such revisions or changes.

## **CORPORATE NAME DISPUTES**

You agree that, if the registration or reservation of your corporate name is challenged, or if a dispute arises with any third party, you will indemnify and hold us harmless.

You agree that, if your agent or employee purchased our Services on your behalf, you are nonetheless bound as a principal by all terms and conditions herein.

## **LIMITATION OF LIABILITY**

**DISCLAIMER & WAIVER OF IMPLIED AND EXPRESS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.** You agree that our entire liability, and your exclusive remedy, with respect to any Services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such Service(s). CF, its contractors, agents, employees, officers, directors and affiliates shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. Once corporate name registrations are processed, they are non-cancelable and non-refundable. Before submitting your order, double-check the spelling and accuracy of your Corporation's name(s).

**CF disclaims any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from errors, omissions, or misstatements in any and all information provided under this Agreement.**

**You agree that we will not be liable for any loss of registration and use of registrant's LLC name, or for interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.**

## **INDEMNITY**

You agree to release, indemnify, and hold us, our contractors, agents, employees, officers, directors and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Services provided hereunder or your use of the Services, including without limitation infringement by you of any intellectual property or other proprietary right of any person or entity, or from the violation of any of our operating rules or policy relating to the service(s) provided. If CF is threatened with suit by a third party, we may seek written assurances from you concerning your promise to indemnify us. Your failure to provide those assurances may be considered by us to be a breach of your Agreement.

## **BREACH**

You agree that failure to abide by any provision of this Agreement may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. Any breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.

## **NO GUARANTEE**

You agree that, by registration or reservation of your chosen corporate name, such registration or reservation does not confer immunity from objection to the registration, reservation, or use of the name. In addition, you may not rely on the fact that your Corporation has been formed until AFTER you have received original, state-issued articles of Organization (some states will issue a "Certificate" of Organization).

## **DISCLAIMER OF WARRANTIES**

You agree and warrant that the information that you provide to us to register or reserve your Corporation name is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information

will be provided to us in a timely manner according to the modification procedures in place at that time. You agree that your use of our Services is solely at your own risk. You agree that such Service(s) is provided on an "as is," "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Services will be timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy or reliability of any information obtained.

## **RIGHT OF REFUSAL**

We, in our sole discretion, reserve the right to refuse to register or reserve your chosen Corporation name. In the event we do not register or reserve your Corporation name, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register your corporate name.

## **SEVERABILITY**

In the event that any of the provisions of this Agreement are held to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect.

You agree that this Agreement amounts to the complete and exclusive agreement between you and us regarding our Corporation Filing Services. This Agreement supersedes any prior Corporation Filing agreements and understandings, whether established by custom, practice, policy or precedent.

## **GOVERNING LAW**

This Agreement is entered into in the state of California and shall be construed in accordance with the laws of California, exclusive of its choice of law rules. Each party to this Agreement submits to the exclusive jurisdiction of the State and Federal Courts having jurisdiction in the County of San Bernardino in the state of California, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorney fees.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between you and Creative Finesse and supersedes any prior Corporation Filing agreement, whether oral or written, between you and CF.

You agree that you are responsible for the spelling of the Corporation name(s) you have provided. You agree that you have double-checked that the corporate name(s) herein are spelled exactly as you desire. You understand that this request is not reversible after you submit your request.

Thank you for choosing Creative Finesse as your filing service. Please feel free to contact us with any questions or concerns you may have.

**Creative Finesse**  
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