

# ClearCreek Bookkeeping, LLC — Website Policies & Terms (Washington) — Updated

*Effective: September 24, 2025 • Website: [clearcreekbooks.com](http://clearcreekbooks.com)*

## Important Notice

These materials are provided for general informational purposes and do not constitute legal or tax advice. Please consult a Washington-licensed attorney/CPA to tailor these provisions to your business.

## 1) Privacy Policy (Washington)

This Privacy Policy explains how ClearCreek Bookkeeping, LLC ("we," "us," or "our") collects, uses, and shares information when you visit [clearcreekbooks.com](http://clearcreekbooks.com), engage our services, or interact with us. We focus on business-to-business bookkeeping and do not sell personal information.

### Categories of Information We Collect

- Business contact information (name, company, role, email, phone, addresses).
- Account/billing information (invoices, payment tokens via our processor—no full card numbers stored).
- Financial records you provide for bookkeeping (statements, ledgers, receipts, payroll summaries).
- Website/device data (IP address, pages visited, general location) via basic analytics/cookies.
- We do not intentionally collect consumer health data or children's data.

### How We Use Information

- To provide bookkeeping services, support, billing, and security.
- To communicate about proposals, onboarding, and service updates.
- To meet legal, tax, and compliance obligations.
- To maintain records and improve our services.

### Sensitive Data We Do Not Want

Please do not send Social Security numbers, full payment card numbers/CVV, protected health information, or biometric data through email, chat, or uploads. If received inadvertently, we will delete where feasible.

**Sharing & Service Providers**

We share information with contracted service providers (e.g., hosting, email, e-signature, billing, QuickBooks/Intuit Payroll) under confidentiality/security obligations. We do not sell or "share" personal information for cross-context behavioral advertising.

**Security**

We use commercially reasonable administrative, technical, and physical safeguards (MFA, password manager, least-privilege access, encryption where available). No method is 100% secure.

**Data Retention & Deletion**

We retain business records as needed for services and legal requirements (typically up to 7 years). Upon request at termination, we will provide reasonable exports of your records and, upon written instruction, delete copies we control unless retention is required by law or our insurance.

**Your Choices & Requests**

You may request access, correction, or deletion of your personal information by emailing [privacy@clearcreekbooks.com](mailto:privacy@clearcreekbooks.com). We will respond consistent with applicable law.

**Washington-Specific Notices**

- **Data Breach Notification:** If a breach involving personal information occurs, we will provide notice consistent with Washington law (RCW 19.255).
- **Biometric Data:** We do not use biometrics. If that changes, we will comply with RCW 19.375 (notice, consent, retention limits).
- **My Health My Data:** We are not a regulated entity for consumer health data. If we incidentally process such data, we will handle it consistent with Chapter 19.373 RCW.

**Cookies & Analytics**

We may use strictly necessary cookies and basic analytics. You can adjust browser settings to block cookies; some features may not work as intended.

**International Visitors**

We operate in the United States. If you use our site from outside the U.S., you consent to processing in the U.S.

**Changes**

We may update this Privacy Policy from time to time. The Effective date above will reflect the latest version.

**Contact**

Questions? Contact us on our website.

## 2) Accessibility Statement

ClearCreek Bookkeeping, LLC aims to conform to WCAG 2.1 AA and provide access to content regardless of technology or ability.

### Measures & Compatibility

- Semantic HTML, text alternatives, sufficient color contrast.
- Keyboard navigability and labeled form inputs.
- Support for modern desktop/mobile browsers; some third-party embeds may have their own accessibility limits.

### Feedback & Assistance

If you encounter an accessibility barrier on clearcreekbooks.com or need content in an alternative format, contact [privacy@clearcreekbooks.com](mailto:privacy@clearcreekbooks.com). We will respond within a reasonable timeframe.

### Equal Access in Washington

We do not discriminate on the basis of disability or any protected status. Practices align with the ADA and the Washington Law Against Discrimination (RCW 49.60).

## 3) Terms & Conditions

### Acceptance of Terms

By using our website, booking a consultation, or entering into an engagement, you agree to these Terms. A signed engagement letter controls if it conflicts with this page.

### Scope; No CPA/No Tax Advice/No Attest

We provide bookkeeping and related administrative support. We are **\*\*not a CPA firm\*\*** and do **\*\*not\*\*** provide audit, review, compilation, or attestation services. We do **\*\*not\*\*** provide legal advice or prepare federal income tax returns. Any forecasts are good-faith projections, not guarantees.

### Client Responsibilities

You agree to provide timely, complete information and system access, and to review deliverables promptly. Unless otherwise stated, you will upload month-end statements and missing items by **\*\*EOM + 3 business days\*\***, and we target delivery of financials by the **\*\*5th business day\*\***.

### Credentials, Access & Platform Limits

You are responsible for maintaining software licenses and for safeguarding your credentials. You will provide an accountant user with appropriate permissions in QuickBooks and related systems.

**Fees; Billing; Autopay Authorization; Price Changes**

Monthly retainers are billed in advance; usage-based/one-time services are billed in arrears. By placing a card/ACH on file, you authorize recurring charges for amounts due. We may adjust pricing with \*\*30 days' notice\*\*. Late balances may incur a reasonable finance charge as allowed by law. See the No Refund Policy below.

**Term; Termination**

Either party may terminate on written notice. We will complete in-process work through the end of the current billing period. If we terminate without cause, we will reasonably refund prepaid, unearned fees.

**Deliverables; Records; Retention, Return & Deletion**

You own your accounting data and source records. We may retain workpapers and routine business records for up to 7 years. Upon termination and upon written request, we will provide reasonable exports of your records and, where feasible, delete copies we control unless retention is required by law, regulation, or our insurance obligations.

**Sensitive Data; PCI**

Do not send card numbers, CVV, SSNs, or PHI through email or chat. We do not store full card numbers/CVV. Use our secure payment tools and document intake channels.

**Professional Standards & E&O Insurance**

We follow commercially reasonable professional practices and maintain professional liability (Errors & Omissions) insurance. These Terms do not expand insurance coverage or waive policy defenses.

**Limitation of Liability**

To the fullest extent permitted by law, our total liability arising from the services is limited to the fees you paid for the services giving rise to the claim in the \*\*three (3) months\*\* preceding the event. We are not liable for indirect, special, incidental, consequential, or punitive damages. These limits do not apply where prohibited by law.

**Indemnification**

Each party will indemnify the other against third-party claims to the extent arising from its own gross negligence, willful misconduct, or material breach of these Terms.

**Independent Contractor; E-Signatures; Force Majeure**

We act as an independent contractor. Electronic signatures and communications are acceptable. Neither party is liable for delays or failures caused by events beyond its reasonable control.

**Governing Law; Disputes**

These Terms are governed by Washington law. Venue is in the state or federal courts located in Kitsap County, Washington. The parties will attempt to resolve disputes in good faith before filing suit.

**Changes to Terms**

We may update these Terms occasionally; continued use constitutes acceptance.

**4) No Refund Policy**

All fees are non-refundable once services begin, except where required by law. Monthly bookkeeping fees are non-refundable after the first day of the service month because work and capacity are reserved. Onboarding/cleanup fees are non-refundable once work has commenced. If we terminate without cause, we will reasonably refund prepaid, unearned fees. Duplicate charges will be refunded upon verification. Third-party subscription fees are subject to the provider's terms.