



Willard Barth Enterprises LLC
4602 CR 673 #5937
Bushnell, FL 33513

TERMS OF SERVICE

Willard Barth Enterprises ("WBE")

Effective Date: 11/23/2025

These Terms of Service ("Terms") govern your use of products, software, and services provided by Willard Barth Enterprises ("Company," "we," "our," or "us"). By accessing or using any part of our services, including marketing automation, CRM setup, AI diagnostics, platform tools, or implementation support, you agree to these Terms.

1. SERVICES

1.1 Scope: WBE provides marketing and sales automation solutions including CRM tools, funnel design, AI diagnostic tools, lead tracking, follow-up automation, and related advisory or done-for-you services.

1.2 Delivery Models:

- (a) "Platform Access" includes use of the WBE system on a subscription basis;
- (b) "Implementation Services" include custom setup, design, strategy, and consulting for business growth. These may be bundled or separate from Platform Access;
- (c) "AI Diagnostic Tools" include automated assessments that analyze user-provided business information and generate insights.

2. CLIENT RESPONSIBILITIES

Clients must:

- Provide timely access to required data, credentials, content, and personnel;
- Review and approve assets or decisions within agreed timelines;
- Maintain valid payment methods and meet billing timelines;
- Abide by all applicable laws in their use of our services.

3. PAYMENT TERMS

3.1 Pricing & Fees: Fees are outlined in your service agreement, proposal, or subscription invoice. Some packages require upfront deposits or milestone payments.

3.2 Auto-Billing: For recurring services, clients authorize automated billing unless otherwise stated in writing.

3.3 Late/Failed Payments: Late payments may result in service interruption, access suspension, or termination.

4. REFUNDS & GUARANTEES

4.1 No Guaranteed Results: While our tools and services are designed to improve performance, we make no promises regarding specific revenue outcomes, lead counts, or growth.

4.2 Refund Eligibility: Refunds (if offered) are governed by your service agreement. Clients may be required to complete certain deliverables, meetings, or timelines to qualify.

4.3 Non-Refundable Services: Custom work, setup fees, third-party licensing, and completed strategy sessions are non-refundable.

5. AI DIAGNOSTIC TOOL

5.1 Purpose and Use: WBE's AI diagnostic tools provide automated insights and recommendations



based on data input provided by the user. These assessments are intended for informational and educational purposes only.

5.2 Data Handling: By using the AI diagnostic tool, you grant WBE a limited license to process, analyze, and store your inputs for the purposes of generating assessments, improving algorithmic performance, and enhancing advisory services.

5.3 No Professional Advice: The AI-generated insights do not constitute professional, financial, or legal advice. Users should exercise their own judgment before making business decisions based on diagnostic results.

5.4 Accuracy Disclaimer: Diagnostic results are automatically generated and may not reflect complete or current business realities. WBE makes no warranty as to the accuracy or completeness of AI-generated recommendations.

5.5 Internal Use: A version of your diagnostic analysis may be shared internally with WBE advisors to provide more personalized consulting or support.

5.6 Shared Operation with Willard Barth Enterprises (WBE):

The AI diagnostic tool is jointly operated with Willard Barth Enterprises ("WBE"). Information you provide through the diagnostic may be processed locally on your browser and shared securely with WBE for analysis and advisory review. Both WBE and WBE act as joint controllers for diagnostic data and adhere to their respective Terms of Service and Privacy Policies.

6. INTELLECTUAL PROPERTY

6.1 Company IP: All materials, templates, strategies, frameworks, AI models, and software created or provided by WBE remain the intellectual property of the Company unless otherwise agreed in writing.

6.2 Client Deliverables: Business-specific assets (funnels, copy, content) created for the client may be licensed or transferred per agreement.

6.3 Platform Access: Subscription use of WBE tools grants you a limited, non-exclusive, non-transferable license for the term of your contract.

7. TERMINATION

7.1 Mutual Right to Terminate: Either party may terminate with written notice. For fixed-term contracts, early termination may affect refund eligibility.

7.2 Effects of Termination: Upon termination, client access to WBE platform or custom assets may be revoked depending on service agreement terms.

8. CONFIDENTIALITY

We agree to maintain the confidentiality of your business data and strategy. You agree not to disclose our proprietary tools, methods, or internal processes.

9. DATA PRIVACY

Your use of WBE services, including AI diagnostic tools, is subject to our Privacy Policy. We may collect usage data, platform behavior, and campaign performance for internal optimization.

10. DISCLAIMERS

WBE is not liable for business losses or damages arising from misuse of the platform, delayed deliverables due to client inaction, or third-party platform outages.



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11. GOVERNING LAW

These Terms are governed by the laws of the State of Florida. Disputes will be resolved via mediation or binding arbitration in Florida, unless otherwise agreed.

12. CHANGES TO TERMS

We may modify these Terms at any time. Continued use of our services constitutes acceptance of updated Terms.

For questions, contact us at: support@datapromarketing.com