Services For You Terms of Service & User Agreement

Terms of Service

1. Acceptance of Terms

The following "Terms of Service" governs your use of the software and services provided by Services For You at services-foryou.org website (the "Site"). This is a binding agreement between you and Services For You and incorporates our Privacy Policy at services-foryou.com/privacy-policy. By using any software or services provided by Services For You (the "Services"), you are accepting to be bound to the terms of this Agreement.

We reserve the right to change these Terms from time to time. When we make any changes to our Terms, we will display a notification to inform you that our Terms have been changed or we plan to change our Terms. You acknowledge and agree that it is your responsibility to periodically review this Site and these Terms. Your continued use of this Site and Services after such modifications will constitute acknowledgement and acceptance of the modified Terms.

2. Services

a. No Guarantee

Although Services For You works hard to provide quality Services, you understand and acknowledge that we cannot promise or guarantee specific results from using the Site or Services available on this site.

b. Temporary Interruptions

You understand and agree that temporary interruptions of the Site may occur. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with Services. You agree that the Services available on this Site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery, interruption, or failure to store any user communications or personalization settings.

c. Right to Modify the Services

Our company, HighLevel, has the right to modify the elements of the Services including changes that may affect the previous mode of operations on the Services. These modifications are made with due diligence and at Services For You we will offer open and transparent communication to these modifications and the impact they will have on your business.

3. Payment

a. Fees

If you choose to purchase one or more of the Services provided on our Site, you agree to pay all fees associated with the Services. Our monthly subscription provides monthly and annual subscriptions

for access to the platform and all the elements it entails. These elements are itemized on the website services-foryou.org. In addition to our subscription services, you may purchase other services from Services For You on a recurring or one-time basis. You may also purchase additional texting and/or email capacities as a one-time or recurring fee.

Any charges incurred by your purchase or use of the Services, will be billed to the credit card we have on file. In the event you sign up for a Service that is ongoing and incurs reoccurring charges (such as a subscription), such charges will be billed in advance of service. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within 10 days of the change.

b. Overdue Amounts

If, for any reason, your credit card declines or otherwise refuses to pay the amount owed for the Services you have purchased, you agree that we may suspend or terminate performance of Services or delivery of products and may require you to pay any overdue amounts incurred (including any third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

c. All Subscriptions Non-refundable

Except as described below, all fees paid for the Services provided on our Site are non-refundable, and no prorated refunds or credits will be offered for partially used subscriptions. However, if we issue a refund or credit in one instance, we are under no obligation to issue the same refund or credit in the future.

We reserve the right to issue refunds or credits at our sole discretion in the following situations:

- 1. Where we materially modify Terms of Service, Privacy Policy during a billing period and such modification adversely affects you, we may refund a portion of your subscription fee equal to the remaining unused term, as we determine appropriate or as may be required by applicable law. To be eligible for a refund, you must provide written notice which must (a) identify your account and (b) request cancellation of the specific Service. The cancellation will be effective upon our receipt of your notice and our determination that you are authorized to effect such cancellation. Please refer to the section, "How to Send Notices to Services For You," below on how to provide notice to us.
- 2. As noted in the section, "Services," where a modification or interruption adversely affects you and alternative remedies as specified in our Terms of Service are not available, we may refund a portion of your paid subscription fee equal to the remaining unused term of your subscription, as we determine appropriate or as may be required by applicable law.

d. Cancellation of Services

To terminate your service, send an email to admin@services-foryou.com at least 10 days prior to your billing date. You will lose access to your site 15 days after your termination email. There is a

charge to obtain your "snapshot" from Services For You. You can request this via <u>admin@services-foryou.com</u>.

If Services For You shuts down this service or something happens to the owner, Paula Allen, you will receive notification of the upcoming changes. You can send an email directly to support@gohighlevel.com to request transfer of your sub-account be moved directly to their platform, gohighlevel.com, or to another agency platform.

4. Site Conduct, Posting Policies & Third Party Websites

a. User-Created Content Guidelines

Your use of the Site is subject to all applicable laws and regulations, and you are solely responsible for any comments or posts you leave on the Site. By posting information on the Site, or by otherwise using any communications service, message board, newsgroup, or other interactive service available on the Site, you agree that you will not post comments, messages, links, code or other information that:

- 1. is unlawful, threatening, abusive, harassing, defamatory, deceptive, fraudulent, tortious, invasive of another's privacy, or includes graphic descriptions of sexual or violent content;
- 2. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- 3. infringes any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- 4. consists of unsolicited advertising, junk or bulk email (also known as "spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- contains any form of malicious code, files, or programs that are designed or intended to disrupt, damage, or limit the functionality of any software, hardware, or telecommunications equipment or otherwise causes damage, or allows you to obtain unauthorized access to any data or other information of any third party;
- 6. breaches the security of, compromises or otherwise allows access to secured, protected or inaccessible areas of this Site, or attempts to gain access to other network or server via your account on this Site;
- 7. impersonates any person or entity, including any of our employees or representatives.

At our sole discretion, Services For You may choose to unpublish or otherwise make not available for public viewing, any material we deem unnecessary for use of our Site.

b. User customization. Service For You's platform within our Site may be modified by users, incorporating the users' name, logo, trademark, and color scheme into user's individual access area within our Site, and/or by otherwise applying a user-built code on top of the Services For You platform. You are solely responsible for copyright, trademark or other intellectual property concerns connected with your customized look and feel of our Site. You acknowledge that you may

not be able to customize our Site according to your unique branding to the extent that your customization would appear to be independently developed.

c. No Endorsement

Services For You neither endorses nor assumes any liability for any material uploaded or submitted by users on any part of the Site. Although we do not pre-screen, police or monitor comments posted on our Site, we and our agents reserve the right to remove any and all postings that we feel do not comply with these Terms and any other rules of user conduct for our Site, or are otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such postings.

Services For You may publish content featuring testimonials of our users, and any views or opinions expressed in such posts are personal and do not constitute or imply any approval, sponsorship or endorsement of Services For You.

d. Third-Party Sites and Information

This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied.

e. Promotions

From time to time, this Site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services by those third parties, and any other terms, conditions, warranties or representations associated therewith, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

f. Electronic Communication

When you enroll in the Online Service, you must designate a primary email address that will be used for receiving electronic communication. To the extent that Services For You maintains an online message center now or in the future, such exchange of communications shall be considered an electronic communication and may be utilized by Services For You for providing you notices pursuant to these Terms, as required by Applicable Law (as permitted) or generally regarding your Account(s) with Services For You. We will NEVER send you email requesting confidential information such as Account numbers, usernames, or passwords and you should NEVER respond to any email requesting such information. If you receive such an email purportedly from Services

For You, do not respond to the email and notify Services For You by emailing us at <u>admin@services-foryou.com</u>

5. Content You Create

a. Your Intellectual Property Rights

You own and retain all rights to your data and your code for customizing the Services For You platform. You grant us and our applicable third parties to use your data as necessary to provide the Services to you and as permitted by this Agreement and our Privacy Policy (servicesforyou.com/privacy-policy). If you are using the Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so. Subject to the limited license granted, we acquire no right, title or interest from you or your licensors under this Agreement.

We respect the intellectual property rights of others, and we ask you to do the same. In instances where we are notified of alleged infringement, Services For You or User Content through our Designated Agent, a decision may be made to remove access or disable access to such materials, in compliance with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512(c). We may also make a good faith attempt to contact the person who submitted the affected material so that they may make a counter-notification.

If you believe that you or someone else's copyright has been infringed by Services For You or User Content provided on this Site, you (or the owner or rights holder, collectively, "Rights Holder") should send notification to our Designated Agent immediately. Prior to sending us notice, the Rights Holder may wish to consult a lawyer to determine their rights and legal obligations under the DMCA and any other applicable laws. Nothing here or anywhere on this Site is intended as a substitute for qualified legal advice. To file a Notice of Infringing Material, we ask that the Rights Holder provide the following information:

- 1. Reasonably sufficient details about the nature of the copyrighted work in question, or, in the case of multiple alleged infringements, a representative list of such works. This should include, title(s), author(s), any U.S. Copyright Registration number(s), URL(s) etc.;
- 2. Reasonably sufficient details to enable us to identify and locate the material that is allegedly infringing the Rights Holders' work(s) (for example, file name or URL of the page(s) that contain(s) the material);
- 3. The Rights Holder's contact information so that we can contact them (including for example, the Rights Holder's address, telephone number, and email address);
- 4. A statement that the Rights Holder has a good faith belief that the use of the material identified above in 2 is not authorized by the copyright owner, its agent, or the law;
- 5. A statement, under penalty of perjury, that the information in the notification is accurate and that the Rights Holder is authorized to act on behalf of the copyright owner; and
- 6. The Rights Holder's electronic signature.

Notice may be sent to:

By e-mail: admin@services-foryou.com

6. Data Stored on Our Servers

Subject to our Privacy Policy (https://services-foryou.com/privacy-policy), you agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this Site. You acknowledge that we reserve the right to remove or terminate accounts which have not paid a subscription fee, that remain inactive for longer than 6 months, or in cases where you have violated one or more terms of this Agreement.

7. Privacy & Security

a. Login Required

In order to access some of the Services on this site, you may be asked to set up an account and password. Our account registration page requests certain personal information from you ("Registration Info"). You will have the ability to maintain and periodically update your Registration Info as you see fit. By registering, you agree that all information provided by you as Registration Info is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

b. Passwords & Security

If you register for an account on the Site, you agree that you are responsible for maintaining the security and confidentiality of your password, and that you are fully responsible for all activities or charges that are incurred under your account. Therefore, you must take reasonable steps to ensure that others do not gain access to your password and account. Our employees will never ask you for your password.

d. Non-Transferability of User Account

User Accounts are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Web Site with his or her password. You may not assign these Terms, in whole or in part, or delegate any of your responsibilities hereunder to any third party. Any such attempted assignment or delegation will not be recognized by Services For You unless acknowledge by Services For You in writing.

8. Disclaimer

All content and services on this site are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement.

Without limiting the foregoing, we make no warranty that (a) the content or services will meet your requirements, (b) the content, services or site will be uninterrupted, timely, secure, or error-free, (c) the results that may be obtained from the use of the content or services offered will be effective, accurate or reliable, or (d) the quality of any content or services purchased or obtained by you from the site from us or our affiliates will meet your expectations or be free from mistakes, errors or defects.

This site could include technical or other mistakes, inaccuracies or typographical errors. We may make changes to the content and services at this site, including the prices and descriptions of any products or services listed herein, at any time without notice. The content or products available at this site may be out of date, and we make no commitment to update such content or products.

The use of the services or the downloading or other acquisition of any products or content through this site is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system or loss of data that results from such activities.

Through your use of the Site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any products or services provided by any third party, including, but not limited to the purchase terms, payment terms, warranties, guarantees relating to such transactions, are solely between the seller of such merchandise and you.

We reserve the sole right to either modify or discontinue the site, including any services or features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of free or fee-based services. Any new features that augment or enhance the then-current services on this site shall also be subject to these terms of use.

Some states or jurisdictions do not allow the exclusion of certain warranties, so some of the above limitations may not apply to you. Please consult the laws in your jurisdiction.

9. Limitation of Liability & Indemnification

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms and your use of this Site shall be limited to the amount you paid us for Services purchased on the Site during the 3 month period before the act giving rise to the liability.

In no event shall we or our affiliates be liable to you or any third party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data or profit loss, whether or not we have been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of this site or of any website referenced or linked to from this site.

Further, we shall not be liable in any way for third party promises regarding our services or content or for assistance in conducting commercial transactions with the third party through this site, including without limitation the processing of orders.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you. Please consult the laws in your jurisdiction.

You agree to defend, indemnify, and hold us against all demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees and the costs of any investigation) directly or indirectly arising from or in any way connected with: (1) use of or reliance on information or data supplied or to be supplied by You; (2) any breach of or default under the terms or conditions of this Agreement by You; (3) the wrongful use or possession of any Services For You property by You; (4) any negligence, gross negligence or willful misconduct by You or your employees or agents; and/or (5) any disputes between (i) You and other Users (ii) You and your client(s) and/or (iii) your clients.

10. Termination of Use

a. Grounds for Termination

You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary.

b. No Right to Services Upon Termination

Upon termination and regardless of the reason(s) motivating such termination, your right to use the Services available on this Site will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1 and 3-11 of these Terms, as well as your liability for any unpaid fees, shall survive any termination.

11. Miscellaneous Provisions

b. International Use

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited to, the taxation of products purchased over the Internet. Any offer for any product, Services, and/or information made in connection with this Site is void where prohibited.

c. Governing Law

This Site controlled by us from our offices in Tennessee, and the statutes and laws of Tennessee shall be controlling, without regard to the conflicts of laws principles thereof. You agree and hereby

submit to the exclusive personal jurisdiction and venue to Nashville, Tennessee or appropriate federal/state court of Tennessee with respect to such matters controlled by that court.

d. How to Send Notices to Services For You

All notices to a party shall be in writing and shall be made via email. Notices to us must be sent to the attention of Customer Service at admin@services-foryou.com. You agree to allow us to submit notices to you either through the email address provided, or to the address we have on record. Any notices or communication under these Terms will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by U.S. mail, return receipt requested; or (4) on the delivery date if transmitted by confirmed email.

e. Force Majeure

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and Services available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

f. Savings Clause

If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

g. No Waiver

Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

h. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.

Updated: March 4, 2025