

## SERVICE AGREEMENT

Welcome to Kefford Consulting LLC (“Company”), your trusted growth partner. These Terms of Service (“Agreement”) govern your purchase and use of our Personalized Plays (“Services”), designed to deliver 20-30% business growth. By engaging our Services, \_\_\_\_\_ (“Client”) agrees to these terms.

- **Services Overview**

Company provides tailored consulting solutions via:

- **Personalized Plays**

\$500, 2-page PDF strategies (e.g., sales scripts, hiring tweaks) delivered within 24 hours after a 15-minute phone/video consult or, starting June 2025, via our ACT (Automated Consultant Toolkit) bot.

- **Playbooks**

\$1,500, 7-page PDF in-depth plans (e.g., revenue, retention strategies) delivered within 24 hours post-consult or via ACT.

- **Monthly Support**

\$300/month (or \$750 for 3 months), offering monthly 30-minute calls for ongoing strategies.

Services are customized based on Client-provided data (e.g., business details, pain points) and aim for measurable growth (e.g., revenue, leads) within 30-60 days.

- **30-Day Success Tweak Guarantee**

Company stand by its Services with a 30-day Success Tweak guarantee to ensure Client’s satisfaction:

- If Client implements Company’s Play or Playbook and see no measurable progress (e.g., revenue lift, new hires, leads) within 30 days.
- Company shall provide a free, tailored tweak to Client’s Play or Playbook within 48 hours to address Client needs.
- If the tweak does not deliver progress, Client may request a full refund within 30 days, provided Client demonstrates honest implementation (e.g., followed steps, provided accurate data). Refunds are processed within 7 business days via Stripe.
- This Guarantee applies to Plays and Playbooks; monthly support subscriptions are refundable pro-rata for unused months, cancellable anytime.

- **Client Responsibilities**

To ensure effective Services, Client agrees to:

- Provide accurate, complete data (e.g., business type, pain points) during consults or ACT queries. Inaccurate data may reduce results, but Company Guarantee allows free tweaks within 30 days.
- Implement Play or Playbook strategies as provided, understanding results depend on Client execution.
- Notify Company of issues within 30 days to access the Guarantee; late claims may not be eligible.

- **Payment Terms**

- **Fees:** Plays (\$500), Playbooks (\$1,500), monthly support (\$300/month or \$750/3 months) are payable upfront via Stripe before Service delivery.
- **Taxes:** Idaho sales tax (~6%) may apply to digital Services, as determined by applicable law. You are responsible for any additional taxes.

- Subject to what particular services contracted to receive, Company will bill Client on a monthly basis. Payment is due within seven (7) days of receipt of invoice.
- **Non-Payment:** Failure to pay may result in Service suspension or termination, with no refunds for partial use.
- **Affiliate Links Disclosure**

Company may include affiliate links (e.g., HubSpot, Calendly) in Services, blog posts, or communications, which may earn Company commissions at no cost to Client. These links are selected to enhance Client's business and do not affect the Service contracted.

- **Limitation of Liability**

Company strives to deliver the Services contracted, but results are not guaranteed due to factors beyond our control (e.g., market conditions, Client execution). To the fullest extent permitted by law:

- Company is not liable for indirect, incidental, or consequential damages (e.g., lost profits, business losses) arising from Service use.
- Company's total liability is limited to the amount Client paid for the Service.
- Services are provided "as is," with no warranties beyond the 30-day Success Tweak Guarantee.
- **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY SPECIFICALLY DISCLAIMS, ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE MAINTENANCE SERVICES, PREREQUISITES, DELIVERABLES, AND SOFTWARE AND USE OF ALL OF THE FOREGOING (INCLUDING WARRANTIES OF MERCHANTABILITY, AS WELL AS ANY WARRANTIES THAT THE SERVICES, THE PREREQUISITES, THE DELIVERABLES AND THE SOFTWARE WILL ACHIEVE A PARTICULAR RESULT. COMPANY MAKES NO REPRESENTATIONS AND WARRANTIES, AND ASSUMES NO OBLIGATIONS OR LIABILITY, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES PROVIDED.
- **Data and Confidentiality**
- **Data Use:** Client agrees to share minimal data (e.g., name, email, business details) for Service customization. Company may use anonymized data (e.g., "sales trends") for analysis, as outlined in our Privacy Policy (available at keffordconsulting.com).
- **Confidentiality:** Company protects your data with 1Password encryption and NDAs (client NDA available upon request). Sensitive data is deleted after 30 days for non-subscribers, per our Privacy Policy.
- **Service Availability and Downtime**

Services are delivered via consults (phone/video, now) or ACT. In rare cases of bot downtime, Company will provide manual Play delivery within 48 hours at no extra cost.

- Company may modify or discontinue Services with 30 days' notice via [info@keffordconsulting.com](mailto:info@keffordconsulting.com), with pro-rata refunds for unused subscriptions.
- **Termination**
- Client may cancel monthly support anytime via [info@keffordconsulting.com](mailto:info@keffordconsulting.com), with pro-rata refunds for unused months.
- Company may terminate Services for non-payment or TOS violations, with no refunds for partial use.
- Upon termination, data is deleted per our Privacy Policy, and Guarantee claims must be filed within 30 days.
- **Confidentiality**

During the term of this Agreement or at any time thereafter, Client shall take all reasonable steps consistent with normal business practices to keep in confidence and to not divulge to any person, firm or corporation, any trade secret or confidential information, knowledge, data or plans of the Company gained in its capacity as a customer of the Company, unless authorized by the Company. The duties imposed in the preceding sentence shall not apply with respect to the items of which Client currently has knowledge or that are commonly known.

- **Ownership of Intellectual Property Rights**

Pre-existing Intellectual Property Rights. Except as expressly provided in this Agreement, neither party will gain any ownership or other interest in or to any of the intellectual property or proprietary information of the other party by reason of this Agreement, operation of law, or otherwise. Without limitation, as between Client and Company, Company will retain exclusive ownership of the Software and all other intellectual property that it uses or provides to Client in rendering the Services contracted.

- **Miscellaneous**

(a) **Transfer and Assignment.** This Agreement shall be binding upon and inure to the benefit of all of the parties hereto and their respective permitted heirs, legatees, devisees, executors, trustees, personal representatives, successors and assigns. Notwithstanding the preceding sentence, this Agreement and the rights and obligations hereunder shall not be subject to assignment or transfer by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(b) **Severability** . If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid, illegal or unenforceable to any extent in any jurisdiction, the remaining provisions of this Agreement and the application of such provisions to other persons or circumstances shall continue to be valid and enforceable in all jurisdictions and such provision shall continue to be valid and enforceable in each other jurisdiction.

(c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho (excluding principles of conflicts of law). In construing this Agreement, neither of the parties hereto shall have any term or provision construed against such party solely by reason of such party having drafted the same. With respect to any litigation arising from, relating to, or connected with this Agreement, each party irrevocably: (i) submits to the exclusive jurisdiction of any state or federal court located in Ada County, Idaho and (ii) waives, to the fullest extent permitted by law, the defenses of lack of personal jurisdiction, inconvenient forum, and improper venue.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(e) **Entire Agreement** . This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, statement or intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not so set forth herein.

(f) **Modification.** This Agreement may be modified, amended, superseded, or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the party or parties to be bound by any such modification, amendment, supersession, cancellation, or waiver.

(g) **Attorneys' Fees.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its attorneys' fees and court costs incurred in litigating or otherwise settling or resolving such dispute whether or not an action is brought or prosecuted to judgment.

(h) **Waiver.** The waiver by either of the parties, express or implied, of any right under this Agreement or any failure to perform under this Agreement by the other party, shall not constitute or be deemed as a waiver of any other right under this Agreement or of any other failure to perform under this Agreement by the other party, whether of a similar or dissimilar nature.

- **Headings.** The headings used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement. Recitals are hereby incorporated by reference in and form a part of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**“CLIENT”**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**“COMPANY”**

**KEFFORD CONSULTING, LLC**

By: \_\_\_\_\_

EDWIN KEFFORD, MANAGER

