

TERMS AND CONDITIONS

Resonating Ventures LLC

Effective Date: January 27, 2026

Last Updated: January 27, 2026

1. ACCEPTANCE OF TERMS

These Terms and Conditions (“Terms”) constitute a legally binding agreement between you (“Client,” “you,” or “your”) and Resonating Ventures LLC (“Company,” “we,” “our,” or “us”) governing your use of our website, services, and products.

By accessing our website (resonatingventures.us), engaging our services, or entering into an agreement with us, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you must not use our services.

2. SERVICES OFFERED

Resonating Ventures LLC provides the following services:

2.1 Revenue Growth Consulting

- Business analysis and revenue opportunity identification
- Strategic planning and implementation roadmaps
- Done-for-you implementation services
- Ongoing consulting and optimization

2.2 Workplace Safety AI Systems

- AI-powered vision monitoring systems
- Real-time hazard detection and alerting
- OSHA compliance documentation and reporting
- Safety system installation and maintenance

2.3 Business Automation Suite

- Customer relationship management (CRM) solutions
- Marketing automation and communication tools
- Scheduling and appointment management
- Payment processing and invoicing systems

2.4 White Label Solutions

- Licensed SaaS platform partnerships
- Custom branding and configuration
- Technical support and updates

- Revenue sharing or licensing agreements

2.5 Partnership and Investment Opportunities

- Angel investor programs
- Strategic partnership development
- Product development collaboration

Service descriptions, pricing, and availability are subject to change. Specific terms for each service will be detailed in individual service agreements or proposals.

3. CLIENT OBLIGATIONS

3.1 Accurate Information

You agree to provide accurate, current, and complete information when engaging our services. You are responsible for maintaining the accuracy of your information.

3.2 Cooperation

You agree to cooperate with us and provide timely access to necessary resources, information, and personnel required for service delivery.

3.3 Compliance

You agree to comply with all applicable laws, regulations, and industry standards in connection with your use of our services.

3.4 Authorized Use

You represent that you have the authority to enter into this agreement on behalf of your organization (if applicable) and to use our services for legitimate business purposes.

4. FEES AND PAYMENT

4.1 Pricing

Service fees are specified in individual proposals, agreements, or on our website. Prices are subject to change with notice.

4.2 Payment Terms

- Consultation fees are due upon service completion unless otherwise agreed
- Roadmap fees are due before delivery of roadmap documents
- Recurring services require payment in advance (monthly, quarterly, or annually as specified)
- Implementation projects may require deposits or milestone payments

4.3 Payment Methods

We accept payment via: - Credit/debit cards - ACH bank transfer - Wire transfer - Other methods as agreed upon

4.4 Late Payments

Late payments may result in: - Late fees (1.5% per month or maximum allowed by law) - Suspension or termination of services - Collection actions and associated costs

4.5 Refunds

- Consultation services: Refundable if canceled with 24 hours' notice
 - Roadmap services: Refundable if deliverables do not meet agreed specifications
 - Recurring services: Pro-rated refunds at our discretion
 - Implementation projects: Refund terms specified in individual agreements
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5. INTELLECTUAL PROPERTY

5.1 Company Property

All materials, software, content, and deliverables created by us remain our intellectual property unless explicitly transferred through written agreement. This includes: - Methodologies and processes - Software and technology platforms - Templates and frameworks - Proprietary analysis tools

5.2 Client Property

You retain ownership of your business information, data, and materials provided to us. You grant us a license to use such materials solely for providing services to you.

5.3 Work Product

Specific work product created for you (e.g., custom roadmaps, reports, strategies) will be delivered to you with usage rights as specified in individual service agreements.

5.4 White Label Licensing

White label solutions are licensed, not sold. Licensing terms are detailed in separate white label agreements.

6. CONFIDENTIALITY

6.1 Mutual Confidentiality

Both parties agree to maintain the confidentiality of proprietary and sensitive information disclosed during the business relationship.

6.2 Protected Information

Confidential information includes: - Business strategies and financial information - Trade secrets and proprietary processes - Customer and employee data - Technical specifications and implementations

6.3 Exceptions

Confidentiality obligations do not apply to information that: - Is publicly available or becomes public through no breach - Was known prior to disclosure - Is independently developed - Must be disclosed by law or court order

7. WARRANTIES AND DISCLAIMERS

7.1 Service Warranty

We warrant that we will provide services in a professional and workmanlike manner consistent with industry standards.

7.2 Results Disclaimer

While we strive to deliver exceptional results, we cannot guarantee specific outcomes, revenue increases, or cost savings. Results depend on numerous factors outside our control, including: - Market conditions - Client implementation and follow-through - Industry-specific variables - External economic factors

7.3 "AS IS" Disclaimer

Except as expressly stated, services and deliverables are provided "as is" without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

7.4 Technology Disclaimer

Technology solutions, including AI systems, may experience occasional errors, downtime, or limitations. We are not liable for losses resulting from technology limitations or failures beyond our reasonable control.

8. LIMITATION OF LIABILITY

8.1 Maximum Liability

To the maximum extent permitted by law, our total liability for any claims arising from our services shall not exceed the total amount paid by you to us in the 12 months preceding the claim.

8.2 Excluded Damages

We shall not be liable for: - Indirect, incidental, or consequential damages - Lost profits, revenue, or business opportunities - Loss of data or business interruption - Damages resulting from third-party actions - Force majeure events beyond our reasonable control

8.3 Exceptions

Nothing in these Terms excludes or limits liability for: - Death or personal injury caused by negligence - Fraud or fraudulent misrepresentation - Violations of applicable law that cannot be contractually limited

9. INDEMNIFICATION

9.1 Client Indemnification

You agree to indemnify, defend, and hold harmless Resonating Ventures LLC, its officers, employees, and agents from any claims, damages, losses, or expenses (including reasonable attorney fees) arising from: - Your breach of these Terms - Your use of our services - Your violation of any law or third-party rights - Information or materials you provide to us

9.2 Company Indemnification

We agree to indemnify you against claims that our proprietary services infringe third-party intellectual property rights, provided you notify us promptly and allow us to control the defense.

10. TERM AND TERMINATION

10.1 Term

These Terms remain in effect as long as you use our services or maintain a business relationship with us.

10.2 Termination by Client

You may terminate services by: - Providing 30 days' written notice for recurring services - Completing payment for services already rendered - Fulfilling obligations under individual service agreements

10.3 Termination by Company

We may terminate services if: - You breach these Terms or service agreements - You fail to make required payments - You engage in unlawful or unethical conduct - Continuing service becomes impractical or illegal

10.4 Effect of Termination

Upon termination: - You must pay for all services rendered through the termination date - We will deliver completed work product as specified in agreements - Both parties' confidentiality obligations continue - Provisions intended to survive (including intellectual property, liability limitations, and dispute resolution) remain in effect

11. DISPUTE RESOLUTION

11.1 Negotiation

In the event of any dispute, both parties agree to first attempt resolution through good-faith negotiation.

11.2 Mediation

If negotiation fails, disputes shall be submitted to mediation before a mutually agreed-upon mediator.

11.3 Arbitration

If mediation is unsuccessful, disputes shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

11.4 Governing Law

These Terms shall be governed by the laws of the State of Florida, without regard to conflict of law principles.

11.5 Venue

Any legal action not subject to arbitration shall be brought exclusively in the courts located in Escambia County, Florida.

12. GENERAL PROVISIONS

12.1 Entire Agreement

These Terms, together with any service-specific agreements, constitute the entire agreement between the parties and supersede all prior communications and agreements.

12.2 Amendments

We reserve the right to modify these Terms at any time. Material changes will be communicated via email or website notice. Continued use of services after changes constitute acceptance.

12.3 Waiver

Failure to enforce any provision does not constitute a waiver of that provision or any other provision.

12.4 Severability

If any provision is found invalid or unenforceable, the remaining provisions remain in full force and effect.

12.5 Assignment

You may not assign these Terms or any rights hereunder without our written consent. We may assign our rights and obligations without restriction.

12.6 Force Majeure

Neither party shall be liable for delays or failures in performance resulting from circumstances beyond reasonable control, including natural disasters, war, terrorism, pandemics, government actions, or utility failures.

12.7 Independent Contractors

The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship.

12.8 Notices

All notices shall be sent to: - Client: Email address or mailing address provided in service agreement - Company: j@resonatingventures.us or (850) 918-8102

13. PRIVACY AND DATA PROTECTION

Your use of our services is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy at [resonatingventures.us/privacy-policy].

We comply with applicable data protection laws, including: - California Consumer Privacy Act (CCPA) - General Data Protection Regulation (GDPR) where applicable - Other relevant privacy and data protection regulations

14. SMS TEXT MESSAGING TERMS

14.1 SMS Program Description

By providing your mobile phone number and consenting to receive text messages, you agree to receive automated and non-automated text messages from Resonating Ventures LLC to the mobile number provided.

14.2 Message Types

You may receive the following types of text messages: - **Service Updates:** Appointment confirmations, reminders, and schedule changes - **Consultation Follow-ups:** Follow-up messages related to your consultation or service inquiry - **Account Notifications:** Updates about your account, services, or ongoing projects - **Marketing Messages:** Promotional offers, new service announcements, and special opportunities (you can opt out of these specifically) - **Transactional Messages:** Payment confirmations, invoice notifications, and service-related communications - **Educational Content:** Tips, best practices, and industry insights relevant to your interests

14.3 Message Frequency

- **Service Messages:** As needed for appointments and account management (typically 2-5 messages per month)
- **Marketing Messages:** No more than 4 messages per month
- **Urgent Updates:** As necessary for time-sensitive matters
- **Total Maximum:** You will not receive more than 8 text messages per month unless you initiate additional conversations

Message frequency may vary based on your interaction with our services and the nature of your engagement.

14.4 Opt-In Process

To receive text messages, you must: 1. Provide your mobile phone number on our website form 2. Check the SMS consent checkbox 3. Reply "JOIN" to our initial confirmation text message

By completing these steps, you provide express written consent to receive text messages from Resonating Ventures LLC.

14.5 Opt-Out Instructions

You may opt out of receiving text messages at any time by: - Replying "STOP" to any text message - Replying "UNSUBSCRIBE," "QUIT," "CANCEL," or "END" - Contacting us at j@resonatingventures.us or (850) 918-8102

After opting out, you will receive one final confirmation message, then no further messages will be sent unless you re-subscribe.

14.6 Help and Support

For help with text messages, reply "HELP" to any message or contact us at: - Email: j@resonatingventures.us - Phone: (850) 918-8102

14.7 Message and Data Rates

Message and data rates may apply based on your mobile carrier's plan. You are responsible for any charges incurred from receiving text messages. We do not charge for our text messages, but standard SMS rates from your carrier may apply.

14.8 Supported Carriers

Our SMS program is supported by major carriers including AT&T, T-Mobile, Verizon, Sprint, and others. Carrier support may vary.

14.9 Disclaimer

Text messages are provided on an “as is” basis. We do not guarantee delivery or timing of text messages. Delays or failures in message delivery may occur due to carrier issues, device settings, or network conditions beyond our control.

14.10 No Liability for Carrier Charges

We are not liable for any charges incurred from your mobile carrier for receiving text messages. Please check with your carrier regarding your messaging plan.

14.11 Changes to SMS Program

We reserve the right to modify or discontinue the SMS program at any time with or without notice. Material changes will be communicated via text message or email.

15. CONTACT INFORMATION

For questions regarding these Terms or our services, please contact:

Resonating Ventures LLC

Email: j@resonatingventures.us

Phone: (850) 918-8102

Website: <https://resonatingventures.us>

Location: Pensacola, FL (Emerald Coast)

16. ACKNOWLEDGMENT

By using our services, you acknowledge that: - You have read and understood these Terms - You agree to be bound by these Terms - You have the authority to enter into this agreement - You understand that specific services may have additional terms

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