

Terms of Service

Effective Date: September 19, 2025

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you and A&F Business Consulting Inc. ("we," "us," or "our") regarding your use of our website, services, and communications. By accessing our website, using our services, or engaging with our communications, you agree to be bound by these Terms. If you do not agree, please do not use our services.

2. Description of Services

A&F Business Consulting Inc. provides business consulting and marketing services. Our services include:

Consulting Services: Business strategy, marketing consultation, and growth planning.

Digital Communications: Website-based information, email newsletters, and SMS communications for appointments and business updates.

Educational Resources: Access to business-related content and educational materials.

Client Support: Ongoing support through various communication methods.

3. Eligibility and Account Responsibilities

Age Requirements: You must be at least 18 years old to use our services.

Business Capacity: Our services are designed for business owners and entrepreneurs. You represent that you have authority to enter into this agreement.

Account Information: You are responsible for providing accurate information and promptly updating any changes.

Communication Preferences: By providing contact information, you consent to receive communications through those channels in accordance with applicable law.

4. Acceptable Use Policy

Permitted Uses:

- Use services for lawful purposes only
- Maintain professional and respectful communication

- Provide truthful and accurate information
- Respect intellectual property rights

Prohibited Uses:

- Unlawful, harmful, or fraudulent purposes
- Interference with or disruption of our systems
- Sending unsolicited communications or spam
- Unauthorized access to personal information

5. Intellectual Property Rights

Our Content: All website content, communications, and service materials are our property or that of our licensors, protected by intellectual property laws.

Limited License: We grant you a limited, non-exclusive license to access and use our services for their intended purposes.

Client Materials: Materials you provide remain your property, but you grant us a license to use them as necessary to provide services.

Feedback: Any feedback or suggestions you provide may be used by us without restriction.

6. Privacy and Data Protection

Your privacy is governed by our Privacy Policy, incorporated into these Terms by reference. By using our services, you consent to data collection and use as described in our Privacy Policy.

Communication Consent: By providing contact information, you consent to receive communications via email, SMS, and phone related to our services.

7. Payment Terms and Billing

Service Fees: Fees are established in separate service agreements. All fees are due as specified.

Payment Processing: We use third-party payment processors. Your payment information is subject to their privacy policies and terms.

Late Payments: May be subject to additional fees as specified in service agreements.

Refunds: Refund policies are specified in individual service agreements.

8. Communication Services and SMS Terms

SMS Messaging: By providing your mobile number and opting in, you consent to receive text messages for appointments, business tips, and service updates.

Message Frequency: Varies based on preferences and services used.

Standard Rates: Standard message and data rates may apply.

Opt-Out: Reply "STOP" to any message or contact us directly to opt out.

Carrier Compatibility: Available on most major carriers. We are not responsible for delivery issues due to carrier limitations.

9. Disclaimers and Limitations of Liability

Service Disclaimer: Services are provided "as is" without warranties. We do not guarantee specific business results.

Professional Advice: Our services provide general business guidance, not legal, financial, or tax advice.

Website Availability: We do not guarantee uninterrupted access to our website or services.

Third-Party Services: We are not responsible for third-party websites or services.

Limitation of Liability: To the maximum extent permitted by law, we shall not be liable for indirect, incidental, special, consequential, or punitive damages.

Maximum Liability: Our total liability shall not exceed the amount you have paid us for services in the 12 months preceding any claim.

10. Indemnification

You agree to indemnify and hold harmless A&F Business Consulting Inc. from claims arising from your use of services in violation of these Terms, violation of laws, or violation of third-party rights.

11. Termination

Termination by You: You may terminate use of our services at any time.

Termination by Us: We may terminate access immediately for breach of these Terms or harmful conduct.

Effect of Termination: Your right to use services will cease immediately. Surviving provisions remain in effect.

12. Governing Law and Dispute Resolution

Governing Law: These Terms are governed by Massachusetts law.

Jurisdiction: Disputes are subject to exclusive jurisdiction of Massachusetts courts.

Dispute Resolution: Parties agree to attempt good faith negotiations before legal action.

Class Action Waiver: Dispute resolution will be conducted on an individual basis only.

13. Compliance with Laws

Federal Compliance: We comply with applicable federal laws including CAN-SPAM Act, TCPA regulations, and FTC guidelines.

State Compliance: We comply with Massachusetts laws including Data Protection Regulation and Consumer Protection Act.

Your Compliance: You agree to comply with all applicable laws in your use of our services.

14. Modifications to Terms

We reserve the right to modify these Terms at any time. Changes will be posted on our website with updated effective date. Material changes will be communicated appropriately.

Continued Use: Continued use after modifications constitutes acceptance of revised Terms.

15. Severability and Entire Agreement

Severability: If any provision is unenforceable, remaining provisions continue to be valid.

Entire Agreement: These Terms, with our Privacy Policy and service agreements, constitute the entire agreement.

No Waiver: Failure to enforce any provision does not constitute a waiver.

16. Contact Information

For questions about these Terms:

- **Email:** fernanda@afbusinessconsulting.com
- **Phone:** 774-279-4400
- **Mail:** 21 Main St. Ste 103, Ashland, MA 01721

For legal matters, include "Legal Inquiry" in your email subject line.

17. Acknowledgment

By using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service and our Privacy Policy.