

Terms & Conditions

Last Updated: June 21, 2026

These Terms & Conditions (“Terms”) govern your use of the websites, services, products, content, software, consultations, and offerings provided by KD3 Digital LLC (“Company,” “we,” “our,” or “us”), including:

- <https://kd3digital.com>
- <https://demo.kd3digital.com>
- Any affiliated websites, landing pages, applications, funnels, portals, content, or services operated by KD3 Digital LLC

By accessing or using our websites or services, you agree to be bound by these Terms.

If you do not agree with these Terms, please discontinue use of our websites and services.

1. Services

KD3 Digital provides business consulting, artificial intelligence implementation, AI voice agents, automation systems, lead generation tools, websites, marketing solutions, digital products, training, educational content, and related business services.

We reserve the right to modify, discontinue, expand, or replace services at any time without prior notice.

2. Eligibility

You must be at least 18 years old and legally capable of entering into binding agreements to use our services.

By using our services, you represent that you meet these requirements.

3. No Guarantee of Results

KD3 Digital makes no guarantees regarding:

- Revenue increases
- Lead generation results
- Sales performance
- Appointment bookings
- Business growth
- Search rankings
- Advertising performance
- Operational efficiencies
- Return on investment

Business results depend on many factors beyond our control.

Any examples, case studies, demonstrations, testimonials, or projections are illustrative only and should not be considered guarantees.

4. Client Responsibilities

Clients are responsible for:

- Providing accurate information
- Reviewing and approving deliverables
- Maintaining access to required accounts and platforms
- Complying with applicable laws and regulations
- Monitoring communications sent on their behalf
- Reviewing AI-generated outputs before use

Failure to provide required information or approvals may delay project completion.

5. AI and Automation Services

KD3 Digital LLC may deploy or configure artificial intelligence systems, automation workflows, conversational AI, voice agents, chatbots, and related technologies.

Clients understand and agree that:

- AI systems may occasionally provide inaccurate information.
- AI-generated outputs require human oversight.
- AI performance may vary over time.
- Third-party AI providers may modify their services without notice.
- KD3 Digital LLC cannot guarantee uninterrupted AI performance.

The client remains responsible for all final business decisions and customer interactions.

6. Third-Party Platforms

Many services rely on third-party providers, including but not limited to:

- CRM platforms
- Payment processors
- AI providers
- Scheduling software
- Email platforms
- Hosting providers
- Domain registrars
- Marketing software

KD3 Digital LLC is not responsible for outages, policy changes, pricing changes, account suspensions, service interruptions, or failures caused by third-party providers.

Any fees charged by third-party providers are the responsibility of the client unless otherwise specified in writing.

7. Payment Terms

Payment terms may vary by service and proposal.

Unless otherwise agreed in writing:

- Setup fees are due before work begins.
- Monthly services are billed in advance.
- Recurring subscriptions automatically renew.
- Late payments may result in service suspension.
- Outstanding balances must be paid before deliverables are released.

Clients are responsible for maintaining valid payment information.

8. Refund Policy

Due to the nature of consulting, implementation, digital products, and custom services:

Setup Fees

All setup fees are non-refundable once work has begun.

Consulting Services

Consulting fees are non-refundable.

Digital Products

All digital product sales are final unless otherwise stated.

Monthly Services

Monthly service fees are generally non-refundable after the billing period begins.

Refunds may be granted solely at the discretion of KD3 Digital LLC.

9. Intellectual Property

Unless otherwise agreed in writing:

KD3 Digital LLC retains ownership of:

- Proprietary systems
- Frameworks
- Templates
- Processes
- Training materials
- Methodologies
- Internal documentation

Clients receive a limited license to use deliverables created specifically for their business.

Clients may not resell, redistribute, duplicate, or commercially exploit KD3 Digital LLC intellectual property without written permission.

10. User Content

Any information, files, text, images, recordings, or content submitted by users remain the property of the submitting party.

By submitting content, you grant KD3 Digital LLC permission to use such content solely for the purpose of delivering requested services.

You represent that you have the legal right to provide any content submitted to us.

11. Confidentiality

KD3 Digital LLC agrees to treat client business information as confidential and to use reasonable measures to protect it.

This obligation does not apply to information that:

- Is publicly available
 - Is independently obtained
 - Must be disclosed by law
 - Is disclosed with permission
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12. Limitation of Liability

To the maximum extent permitted by law, KD3 Digital LLC shall not be liable for:

- Lost profits
- Lost revenue
- Lost opportunities
- Business interruption
- Data loss
- Indirect damages
- Consequential damages
- Special damages
- Punitive damages

Our total liability arising from any claim shall not exceed the amount paid to KD3 Digital for the specific service giving rise to the claim during the preceding three months.

13. Indemnification

You agree to defend, indemnify, and hold harmless KD3 Digital LLC, its owners, employees, contractors, affiliates, and representatives from any claims, damages, liabilities, costs, or expenses arising from:

- Your use of our services
 - Your violation of these Terms
 - Your business activities
 - Content you provide
 - Customer disputes involving your business
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14. Termination

Either party may terminate services in accordance with any applicable service agreement.

KD3 Digital LLC reserves the right to suspend or terminate access to services if:

- Payments are not received
- Abuse occurs
- Fraud is suspected
- These Terms are violated

Termination does not eliminate any outstanding payment obligations.

15. Website Use

You agree not to:

- Attempt unauthorized access to our systems
- Interfere with website operations
- Upload malicious software
- Use our content without permission
- Engage in unlawful activity through our websites

Violations may result in immediate termination of access.

16. Governing Law

These Terms shall be governed by and construed under the laws of the State of Georgia, United States, without regard to conflict of law principles.

Any disputes arising from these Terms shall be resolved in the appropriate courts located within the State of Georgia.

17. Changes to These Terms

We may update these Terms at any time.

Changes become effective upon posting to our website.

Continued use of our websites or services constitutes acceptance of revised Terms.

18. Contact Information

KD3 Digital LLC

Email: hi@kd3digital.com

Support: support@kd3digital.com

Website: <https://kd3digital.com>

Address: 2274 Salem Rd SE, Ste. 106-1075, Conyers, GA 30013

By using our websites and services, you acknowledge that you have read, understood, and agree to these Terms & Conditions.