

SERVICES AGREEMENT

AMBR Business Solutions LLC

This Services Agreement (the “**Agreement**”) is entered into as of the date of the Client’s acceptance set forth below (the “**Effective Date**”) by and between **AMBR Business Solutions LLC**, a North Carolina limited liability company (the “**Company**,” “**AMBR**,” “**we**,” or “**us**”), and the individual or business entity identified on the Order Form and purchasing the services described herein (the “**Client**” or “**you**”). The Company and the Client are each referred to as a “**Party**” and together as the “**Parties**.”

By completing the Company’s online checkout, checking the acceptance box, or otherwise submitting payment for the services, the Client agrees to be bound by this Agreement. If the Client does not agree to these terms, the Client must not purchase or use the services.

1. SERVICES

- 1.1 **Scope.** The Company provides managed artificial-intelligence communication and marketing services for small businesses, including, depending on the plan selected, an automated AI voice receptionist, business telephone number provisioning, appointment scheduling, a client dashboard, and related marketing services (collectively, the “**Services**”). The specific Services provided to the Client are determined by the plan the Client selects on the Company’s order page or checkout (the “**Order Form**”) and are described in Section 3 of this Agreement.
- 1.2 **Configuration Information.** The Client is responsible for providing accurate and complete information necessary for the Company to configure the Services, including business hours, services offered, pricing, frequently asked questions, call-handling preferences, and calendar access (the “**Configuration Information**”). The Company is not responsible for errors, omissions, or service performance resulting from inaccurate or incomplete Configuration Information supplied by the Client.
- 1.3 **Provisioning and Activation.** Following payment and the Client’s submission of Configuration Information, the Company will configure the Services and provision a dedicated telephone number for the Client. The Services become active when the Company notifies the Client that the AI receptionist is live. The Client is responsible for forwarding the Client’s existing business telephone line to the provisioned number, where applicable.
- 1.4 **Service Modifications.** The Company may modify, enhance, or discontinue features of the Services from time to time, provided that such changes do not materially reduce the core functionality of the plan purchased by the Client. The Company will use commercially reasonable efforts to notify the Client of material changes.

2. NATURE OF THE SERVICES; NO GUARANTEE OF RESULTS

- 2.1 **AI-Generated Communications.** The Services rely on automated, artificial-intelligence systems to answer calls, respond to inquiries, and schedule appointments. The Client acknowledges that AI systems may occasionally produce inaccurate, incomplete, or unexpected responses, and that the Company does not warrant that the Services will be uninterrupted, error-free, or free from such occurrences.

- 2.2 No Guarantee of Outcomes. The Company does not guarantee any specific business result, including any particular number of answered calls, booked appointments, leads, customers, revenue, search engine ranking, or return on investment. Any examples, projections, or estimates of results are illustrative only and are not promises or warranties.
- 2.3 Third-Party Platforms. The Services are delivered using third-party platforms and telecommunications providers. The Company is not responsible for outages, failures, latency, billing changes, or discontinuation of service by any third-party provider, and such events do not constitute a breach of this Agreement by the Company.
- 2.4 Client Responsibility for Use. The Client is solely responsible for the business activities conducted through the Services, for the accuracy of information the AI receptionist conveys to callers (which is derived from the Client’s Configuration Information), and for compliance with all laws applicable to the Client’s business and its communications with customers.

3. PLANS AND SERVICE DESCRIPTIONS

The Company offers the following plans. The plan purchased by the Client, the applicable fees, and any plan-specific terms are those identified on the Order Form at the time of purchase. The Company may update plan names, contents, and pricing for future customers; the Client’s plan and fees are governed by the Order Form the Client accepted.

Plan	Monthly Fee	Included Services	Usage Charges
Tier 0	\$147.99	Managed AI voice receptionist; one dedicated business phone number; appointment booking to one connected calendar; client dashboard access.	\$0.36 per minute of AI call handling, billed separately (see Section 4).
Essentials	\$997.00	All Tier 0 services; managed configuration and maintenance of the AI receptionist; monthly performance reporting.	Included call handling per the then-current plan; overages billed at the rate stated on the Order Form.
Growth	\$1,497.00	All Essentials services; search engine optimization and Google Business Profile management; content support.	Included call handling per the then-current plan; overages billed at the rate stated on the Order Form.
Dominator	\$2,497.00	All Growth services; paid advertising management; social media management; reputation management.	Included call handling per the then-current plan; overages billed at the rate stated on the Order Form.

The table above is a summary for convenience. In the event of any conflict between the table and the Order Form accepted by the Client, the Order Form controls.

4. FEES, BILLING, AND PAYMENT

- 4.1 Recurring Subscription Fee. The Client agrees to pay the recurring monthly subscription fee for the plan selected on the Order Form (the “Subscription Fee”). The Subscription Fee is billed in advance

on a monthly basis beginning on the Effective Date and recurring on the same day of each subsequent month.

- 4.2 Usage Charges. For the Tier 0 plan, AI call-handling usage is charged at the rate of \$0.36 per minute (the “Usage Charges”), measured by the duration of calls handled by the AI receptionist. Usage Charges are separate from and in addition to the Subscription Fee and are billed on a weekly basis. For all other plans, call-handling allowances and any overage rates are as stated on the Order Form.
- 4.3 Authorization to Charge. The Client authorizes the Company and its payment processor to charge the Client’s designated payment method for all Subscription Fees and Usage Charges as they become due, on a recurring basis, without further notice or authorization, until this Agreement is terminated in accordance with Section 5.
- 4.4 Taxes. All fees are exclusive of applicable taxes. The Client is responsible for all sales, use, and similar taxes arising from the Services, other than taxes based on the Company’s net income.
- 4.5 Late or Failed Payment. If any charge is declined or unpaid, the Company may suspend the Services until payment is received. The Company may, in its discretion, charge interest on past-due amounts at the lower of 1.5% per month or the maximum rate permitted by law, and may recover reasonable costs of collection.
- 4.6 No Refunds. Except where required by applicable law, all fees are non-refundable. All sales are final. The Client will not receive a refund or credit for partial months of service, unused Services, or amounts paid prior to termination.

5. TERM, RENEWAL, AND CANCELLATION

- 5.1 Term. This Agreement begins on the Effective Date and continues on a month-to-month basis until terminated by either Party in accordance with this Section 5.
- 5.2 Cancellation by the Client. The Client may cancel this Agreement at any time by providing written notice to the Company through the cancellation method designated by the Company. Cancellation takes effect at the end of the then-current monthly billing cycle for which the Client has paid. The Client will continue to have access to the Services through the end of that paid billing cycle, and the subscription will not renew thereafter. The Client remains responsible for any Usage Charges incurred through the effective date of cancellation.
- 5.3 Termination by the Company. The Company may suspend or terminate this Agreement, in whole or in part, with or without cause, upon notice to the Client. The Company may terminate immediately and without notice if the Client breaches this Agreement, fails to pay amounts when due, or uses the Services in a manner that is unlawful, abusive, or harmful to the Company or third parties.
- 5.4 Effect of Termination. Upon termination, the Client’s access to the Services, the client dashboard, and the provisioned telephone number will cease. The provisioned telephone number is not portable and will not be transferred to the Client unless the Company expressly agrees otherwise in writing. All fees accrued prior to termination remain payable, and Sections 4, 6, 7, 8, 9, and 11 survive termination.

6. CLIENT OBLIGATIONS AND ACCEPTABLE USE

- 6.1 Lawful Use. The Client will use the Services only for lawful business purposes and in compliance with all applicable laws and regulations, including those governing telemarketing, automated communications, call recording, consumer protection, and data privacy.
- 6.2 Prohibited Use. The Client will not use the Services to transmit unlawful, fraudulent, deceptive, harassing, or infringing content, to make unsolicited communications in violation of law, or in any manner that could damage, disable, or impair the Services or the Company's systems or reputation.
- 6.3 Cooperation. The Client will provide timely cooperation, access, and information reasonably required for the Company to deliver the Services, and will promptly review and approve configurations where the Company requests such review.
- 6.4 Account Security. The Client is responsible for maintaining the confidentiality of any login credentials issued for the client dashboard and for all activity occurring under the Client's account.

7. INTELLECTUAL PROPERTY

- 7.1 Company Property. As between the Parties, the Company owns and retains all right, title, and interest in and to the Services, the client dashboard, the AI systems, software, workflows, templates, and all related intellectual property, including any improvements or modifications. No rights are granted to the Client except the limited right to use the Services during the term of this Agreement.
- 7.2 Client Property. As between the Parties, the Client owns the Client's business information, trademarks, and content provided to the Company. The Client grants the Company a non-exclusive license to use such materials solely as necessary to provide the Services.
- 7.3 Reference Rights. Unless the Client objects in writing, the Company may identify the Client as a customer and may use anonymized, aggregated performance data for the improvement of its services and for marketing purposes.

8. CONFIDENTIALITY AND DATA

- 8.1 Confidential Information. Each Party may receive non-public information of the other Party. Each Party will use the other's confidential information only to perform under this Agreement and will protect it with at least reasonable care. This obligation does not apply to information that is public, independently developed, or rightfully obtained from a third party.
- 8.2 Call Data. The Client acknowledges that the Services involve the handling, processing, and storage of call data and customer information. The Company will handle such data in accordance with its privacy practices. The Client is responsible for providing any notices to, and obtaining any consents from, its own customers that are required by law in connection with automated call handling and call recording.

9. DISCLAIMERS AND LIMITATION OF LIABILITY

- 9.1 THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE, OR ERROR-FREE.

- 9.2 TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, BUSINESS, OR GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CLIENT TO THE COMPANY DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- 9.3 Allocation of Risk. The Client acknowledges that the fees charged by the Company reflect the allocation of risk set forth in this Agreement, and that these limitations are an essential basis of the bargain between the Parties.

10. INDEMNIFICATION

- 10.1 By the Client. The Client will defend, indemnify, and hold harmless the Company, its members, officers, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Client's business, the Client's use of the Services, the Configuration Information provided by the Client, the Client's violation of law, or the Client's breach of this Agreement.

11. GENERAL PROVISIONS

- 11.1 Independent Contractor. The Company is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the Parties.
- 11.2 Governing Law. This Agreement is governed by the laws of the State of North Carolina, without regard to its conflict-of-laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Mecklenburg County, North Carolina.
- 11.3 Dispute Resolution. The Parties will first attempt in good faith to resolve any dispute informally. Any dispute not so resolved will be subject to the jurisdiction provision above. Each Party waives any right to a trial by jury to the extent permitted by law.
- 11.4 Force Majeure. The Company is not liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, outages, third-party provider failures, labor disputes, or governmental action.
- 11.5 Entire Agreement. This Agreement, together with the Order Form, constitutes the entire agreement between the Parties regarding the Services and supersedes all prior or contemporaneous understandings. In the event of a conflict, the Order Form controls as to plan and fees, and this Agreement controls as to all other terms.
- 11.6 Amendment. The Company may update this Agreement on a prospective basis by posting a revised version or providing notice to the Client. Continued use of the Services after the effective date of a revision constitutes acceptance of the revised Agreement.

- 11.7 Assignment. The Client may not assign this Agreement without the Company's prior written consent. The Company may assign this Agreement in connection with a merger, acquisition, or sale of assets.
- 11.8 Severability. If any provision of this Agreement is held unenforceable, that provision will be limited or severed to the minimum extent necessary, and the remaining provisions will remain in full force and effect.
- 11.9 Waiver. No waiver of any term will be effective unless in writing, and no waiver will constitute a continuing waiver of that or any other term.
- 11.10 Notices. Notices to the Company may be sent to the contact address designated by the Company. Notices to the Client may be sent to the email address associated with the Client's account.

12. ACKNOWLEDGEMENT AND ACCEPTANCE

- 12.1 Acceptance by Electronic Means. This Agreement is accepted electronically. No handwritten or wet-ink signature is required. The Client accepts this Agreement, and this Agreement becomes legally binding on the Client, when the Client checks the box indicating acceptance of these terms and conditions and submits payment for the Services through the Company's online checkout.
- 12.2 Effect of Acceptance. By checking the acceptance box and submitting payment, the Client acknowledges that the Client has read, understood, and agrees to be bound by this Services Agreement in its entirety, including without limitation the no-refund provision in Section 4.6, the limitation of liability in Section 9, and the indemnification obligations in Section 10.
- 12.3 Authority. The individual accepting this Agreement represents and warrants that he or she is at least eighteen (18) years of age and is duly authorized to enter into this Agreement on behalf of the Client.
- 12.4 Record of Acceptance. The Company's records of the Client's electronic acceptance, including the date and time of acceptance and the associated payment transaction, constitute conclusive evidence of the Client's agreement to these terms.

This document is a template prepared for AMBR Business Solutions LLC and should be reviewed by a licensed attorney prior to use.