

TERMS & CONDITIONS

Business Information

This Terms & Conditions document applies to Unlockd Systems, a professional consulting firm that helps service-based businesses grow using AI-powered solutions. Contact details are provided above.

Website Usage

You must be at least eighteen (18) years old to use our services. By accessing or using our website or services, you agree to abide by these Terms. You agree not to use the website or services for any unlawful or prohibited purpose. Acceptable use includes accessing our content, scheduling services, purchasing products, registering for workshops, and participating in our community.

Acceptable Use and Account Security

You agree to provide accurate, current and complete information when creating an account or registering for events. You agree not to share your account credentials and to maintain the security of your account.

Prohibited activities include:

- Uploading malicious software
- Violating intellectual property rights
- Sending spam or unsolicited messages
- Attempting unauthorized access to systems or accounts

AI Services Disclosure

Some of our Services utilize artificial intelligence. AI-generated outputs may contain errors or inaccuracies. Human review is recommended, and we do not guarantee the accuracy of AI outputs.

Workshop & Event Language

Registration terms: Payment must be received to secure your seat. Participants must follow event rules and respectful conduct.

We may record workshops, webinars, trainings, coaching sessions, and events for educational, operational, quality assurance, and promotional purposes.

By attending an event, participants consent to such recording and acknowledge that their image, likeness, voice, comments, or participation may appear in recordings.

If a participant does not wish to appear in recordings, they should notify Unlockd Systems prior to the event. Reasonable efforts will be made to accommodate such requests when practical.

Cancellation policies are detailed in our Refund & Cancellation Policy.

All workshop materials remain the property of Unlockd Systems and may not be redistributed without written permission.

Lead Generation Disclaimers

Marketing and lead-generation results vary. We do not guarantee lead volume, sales conversions, appointment bookings, revenue increases, or specific business outcomes.

Payments

All fees are stated in U.S. Dollars.

Setup fees are due before work begins. Work begins when we receive your initial payment.

Monthly services are billed in advance.

All fees are non-refundable once work has commenced.

Late Payments:

If payment is not received within thirty (30) days of the invoice date, a late fee of 1.5% per month (18% annually), or the maximum amount permitted by law, whichever is less, may be charged.

Failure to make timely payments may result in suspension or termination of services.

Intellectual Property Protection

We own all intellectual property, including:

- Templates
- Workflows
- Funnels
- AI prompts
- Training materials
- CRM frameworks
- Standard operating procedures

You may not copy, reproduce, distribute, modify, license, or sell our proprietary materials without prior written consent.

Limitation of Liability

To the fullest extent permitted by law, Unlockd Systems shall not be liable for any indirect, incidental, consequential, punitive, or special damages, including but not limited to lost profits, lost revenue, data loss, business interruption, third-party failures, or other losses arising from the use of our Services.

This limitation expressly includes losses that are outside of our control, including but not limited to cybersecurity attacks that occur without any negligence on the part of Unlockd Systems.

Indemnification

You agree to indemnify and hold harmless Unlockd Systems, its owners, officers, directors, contractors, employees, and affiliates from any claims, liabilities, damages, losses, expenses, or legal fees arising from:

- Your use of the Services
- Your violation of these Terms
- Your violation of applicable laws or regulations

Governing Law and Dispute Resolution

These Terms shall be governed by and interpreted under the laws of the State of South Carolina.

The parties agree to attempt good-faith negotiation prior to filing legal action.

If negotiations fail, disputes shall first be submitted to mediation in South Carolina.

If mediation does not resolve the dispute within sixty (60) days after the mediator is appointed, the dispute shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall take place in South Carolina, and South Carolina law shall govern the dispute without regard to conflict of law principles.

Force Majeure

Unlockd Systems shall not be liable for delays or failures in performance resulting from events beyond its reasonable control, including but not limited to:

- Internet outages
- Platform failures
- Software outages
- Telecommunications failures
- Third-party service interruptions
- Natural disasters
- Government actions

- Labor disputes
- Pandemics
- Acts of God
- Cybersecurity incidents

Changes

We may update these Terms at any time.

Updated Terms will be posted on our website.

Continued use of our Services constitutes acceptance of the revised Terms.

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PRIVACY POLICY

Introduction

Unlockd Systems respects your privacy and is committed to protecting personal information. This Privacy Policy explains how we collect, use, store, and protect information obtained through our website and Services.

Information We Collect

We may collect:

Personal Information: • Name • Email address • Phone number • Business information • Appointment information • Billing and payment information

Technical Information: • IP address • Browser type • Device information • Cookies • Analytics data

Business Information: • CRM information • Marketing information • Business goals and operational details voluntarily provided by the user

How We Collect Information

Information may be collected through:

- Website forms
- Consultation requests
- Event registrations
- Email communications
- CRM systems
- Payment processors
- Cookies and analytics technologies

How We Use Information

We use information to:

- Provide Services
- Deliver workshops and training
- Schedule appointments
- Process payments
- Improve user experience
- Send marketing communications
- Comply with legal obligations

AI Processing Disclosure

Some information may be processed by artificial intelligence systems to assist with communications, content generation, workflow automation, customer support, and business operations.

AI-generated outputs should always be reviewed by a human for accuracy and appropriateness.

Cookies & Analytics

We use:

- Essential cookies
- Functional cookies
- Analytics cookies
- Marketing cookies

Users may disable cookies through browser settings, though some website functionality may be limited.

Where required by law, consent will be obtained before non-essential cookies are placed on a user's device.

Email & SMS Compliance

By providing contact information, you consent to receive email and SMS communications.

Consent is not a condition of purchase.

You may opt out at any time.

We comply with applicable TCPA, CAN-SPAM, and related regulations.

Consumer Rights

Depending on your location and applicable laws, you may request:

- Access to your data
- Correction of your data
- Deletion of your data
- Restrictions on processing

Requests may be submitted using the contact information listed above.

Data Security

We implement commercially reasonable security measures to protect information.

No system is completely secure, and we cannot guarantee absolute security.

In the event of a data breach affecting personal information, Unlockd Systems will comply with applicable notification requirements under South Carolina law and other applicable regulations.

Data Retention

Information is retained only as long as necessary to provide Services, comply with legal obligations, resolve disputes, and maintain business records.

Third-Party Links

Our website may contain links to third-party websites.

We are not responsible for the privacy practices of external websites.

Changes

We may revise this Privacy Policy periodically.

Updates will be posted with a revised effective date.

Contact

Questions regarding this Privacy Policy may be directed to:

info@itskaylaskorner.com

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CLIENT SERVICES AGREEMENT

This Agreement is made between Unlockd Systems, a sole proprietorship owned and operated by Danielle Gaddy ("Company"), and the individual or business purchasing services ("Client").

The Company provides business consulting, AI consulting, CRM implementation, AI services, marketing services, automation services, training, workshops, and monthly support.

Detailed descriptions of Services shall be outlined in the applicable proposal, statement of work, invoice, service package, or written agreement.

Scope of Services

Unlockd Systems may provide:

- Business Consulting
- CRM Implementation
- GoHighLevel Setup
- AI Voice Agents
- AI Chatbots
- AI Employees
- Workflow Automation
- Lead Generation Systems
- Reputation Management
- Marketing Campaigns
- Funnel Development
- Website Development
- Monthly Support Services

Specific deliverables shall be identified in the Client's proposal or statement of work.

Client Responsibilities

Client agrees to:

- Provide timely approvals
- Provide requested access credentials
- Provide content and branding materials
- Respond to requests for information
- Review all deliverables for accuracy
- Review all marketing and AI-generated content before publication

Client remains responsible for all business decisions and implementation choices.

2A. Compliance Responsibility

Client is solely responsible for ensuring compliance with all applicable federal, state, local, industry-specific, advertising, marketing, privacy, telecommunications, and consumer protection laws.

This includes, but is not limited to:

- TCPA
- CAN-SPAM
- FTC Regulations
- Privacy Laws
- Data Protection Laws
- Industry-Specific Compliance Requirements

Client acknowledges that Unlockd Systems does not provide legal advice and recommends consulting qualified legal counsel regarding compliance obligations.

Payment Terms

Setup fees and deposits are due before work begins.

Recurring service fees are billed in advance.

Payments must be made upon receipt unless otherwise stated in writing.

Late Payments:

A late payment fee of three percent (3%) per month, or the maximum amount permitted by law, may be assessed on invoices not paid within thirty (30) days.

Failure to make timely payments may result in:

- Suspension of Services
- Delayed Deliverables
- Termination of Services
- Collection Activity

Client remains responsible for all outstanding balances.

Scope Creep and Change Orders

Included and excluded services will be defined within the proposal or statement of work.

Requests beyond the agreed scope shall require a written Change Order.

Additional services may result in:

- Additional Fees
- Timeline Extensions
- Modified Deliverables

Work on Change Orders shall not begin until approved in writing.

Intellectual Property

Client Ownership:

Client retains ownership of:

- Client Data
- Client Branding
- Client Logos
- Client Content
- Client Intellectual Property

Company Ownership:

Unlockd Systems retains ownership of:

- Frameworks
- Templates
- Methodologies
- Systems
- Processes
- SOPs
- Workflows
- Training Materials
- Proprietary Assets

No ownership rights are transferred unless expressly stated in writing.

Confidentiality

Both parties agree to maintain the confidentiality of non-public information disclosed during the relationship.

Confidential information shall not be disclosed to third parties except as required by law or necessary to perform Services.

Third-Party Platforms and AI

Unlockd Systems may utilize or integrate third-party platforms including but not limited to:

- GoHighLevel
- Twilio
- Stripe
- Zoom
- Eventbrite
- OpenAI
- Anthropic Claude
- Google
- Meta
- Other software providers

These platforms are governed by their own terms, privacy policies, and service agreements.

AI systems may generate inaccurate, incomplete, outdated, biased, or unexpected outputs.

Client agrees to review all AI-generated content prior to implementation or publication.

Third-Party Platform Disclaimer

Unlockd Systems does not own or control third-party platforms and is not responsible for:

- Service interruptions
- Platform outages
- Pricing changes
- Policy changes
- Feature modifications
- Account suspensions
- API failures
- Third-party security incidents

Any disruption caused by third-party providers shall not constitute a breach of this Agreement.

No Guarantee of Results

Business results vary significantly.

Unlockd Systems makes no guarantees regarding:

- Revenue
- Lead Volume
- Sales Conversions
- Appointment Bookings
- Customer Acquisition
- Profitability
- Business Growth

Past results do not guarantee future outcomes.

Limitation of Liability

To the fullest extent permitted by law, Unlockd Systems's total liability shall not exceed the total amount paid by Client during the twelve (12) months immediately preceding the claim.

Unlockd Systems shall not be liable for:

- Lost Profits
- Lost Revenue
- Lost Business Opportunities
- Data Loss
- Consequential Damages
- Special Damages
- Punitive Damages
- Indirect Damages

This limitation expressly includes losses that are outside of our control, including but not limited to cybersecurity attacks that occur without any negligence on the part of Unlockd Systems.

Indemnification

Client agrees to defend, indemnify, and hold harmless Unlockd Systems, its owners, contractors, employees, affiliates, successors, and assigns from any claims, damages, liabilities, losses, costs, or expenses arising from:

- Client's use of Services
- Client's violation of laws
- Client's misuse of AI-generated content
- Client's marketing activities
- Client's violation of third-party rights

Term and Termination

Either party may terminate this Agreement with thirty (30) days written notice.

Written notice may be delivered by:

- Email
- Certified Mail

Upon termination:

- Client remains responsible for all fees incurred through the termination date.
- Outstanding balances become immediately due.
- Unlockd Systems is not obligated to continue Services after termination.
- Confidentiality, intellectual property, indemnification, limitation of liability, and payment obligations survive termination.

Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted under the laws of the State of South Carolina.

The parties agree to attempt good-faith negotiation prior to filing legal action.

If negotiations fail, disputes shall first be submitted to mediation in South Carolina.

If mediation does not resolve the dispute within sixty (60) days after the mediator is appointed, the dispute shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall take place in South Carolina, and South Carolina law shall govern the dispute without regard to conflict of law principles.

Miscellaneous

Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Waiver

Failure to enforce any provision shall not constitute a waiver of future enforcement.

Assignment

Client may not assign this Agreement without prior written consent from Unlockd Systems.

Electronic Signatures

Electronic signatures and electronic copies shall be considered legally binding and enforceable.

Entire Agreement

This Agreement, together with any proposal, statement of work, invoice, service package, or written amendment, constitutes the entire agreement between the parties.

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REFUND & CANCELLATION POLICY

Setup Fees

Project work commences upon receipt of the Client's initial payment.

For purposes of this Policy, project commencement shall mean the earlier of:

- A kickoff meeting
- Research or planning activities
- Strategy development
- Account setup
- CRM configuration
- Automation development
- Content creation
- Design work
- Any billable work performed after receipt of payment

Once project work has commenced, setup fees are non-refundable.

Monthly Retainers

To cancel monthly services, Client must provide thirty (30) days written notice.

Unless otherwise required by law, prorated refunds are not provided.

Client remains responsible for all fees incurred through the termination date.

Workshops

Requests to cancel workshop registrations must be received at least seven (7) days before the scheduled event.

If a participant cannot attend:

- Registration may be transferred to another date
- Registration may be transferred to another individual

Transfers and rescheduling are subject to availability.

Digital Products

Due to the nature of digital products, all sales are final once access has been granted.

No refunds will be issued after access is provided.

Custom Builds

Project commencement occurs upon receipt of the Client's initial payment and the start of any project-related activity.

For custom automations, websites, funnels, CRM implementations, AI solutions, software configurations, or similar custom work:

- Payments are non-refundable after project commencement.
- Milestone payments may be established at project initiation.
- Work completed prior to cancellation remains billable.

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SMS / TEXT MESSAGING POLICY

Unlockd Systems may use SMS messaging for:

- Appointment reminders
- Customer support
- Service updates
- Marketing communications
- Event notifications

By providing your phone number, you consent to receive SMS communications from Unlockd Systems.

Express Written Consent

We obtain appropriate consent before sending marketing text messages.

Consent Disclosure

We disclose:

- The purpose of communications
- Expected message frequency
- Opt-out instructions

Message Frequency

Message frequency varies based on services and interactions.

Typical message frequency is two (2) to four (4) messages per month.

Marketing Disclosure

Marketing messages will be clearly identified.

Opt-In Records

Consent records are maintained as required by law and industry standards.

Opt-Out Instructions

Reply STOP to unsubscribe at any time.

Reply HELP for assistance.

Carrier Disclosure

Message and data rates may apply.

Wireless carriers are not responsible for delayed or undelivered messages.

Consent Requirement

Consent to receive marketing text messages is not a condition of purchase.

A2P Compliance

Unlockd Systems complies with:

- TCPA requirements
- 10DLC requirements
- A2P registration requirements
- Applicable telecommunications laws

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WEBSITE DISCLAIMER

The information contained on this website is provided for general informational and educational purposes only.

No Legal Advice

Nothing on this website constitutes legal advice.

Users should consult licensed legal counsel regarding legal matters.

No Financial Advice

Nothing on this website constitutes financial, accounting, investment, or tax advice.

Users should consult qualified financial professionals.

No Professional Advice

Content is not intended to replace professional advice specific to any individual situation.

No Guarantee of Results

Unlocked Systems makes no guarantees regarding:

- Revenue
- Earnings
- Lead Generation
- Sales
- Business Growth
- Profitability

Individual results vary based on numerous factors outside our control.

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WORKSHOP & TRAINING DISCLAIMER

All workshops, trainings, coaching programs, webinars, educational materials, and presentations are provided for educational purposes only.

Participants acknowledge:

- Results vary
- Success depends on implementation
- No earnings guarantees are provided
- No business guarantees are provided

No Earnings Claims

Unlockd Systems does not guarantee:

- Income
- Revenue
- Business growth
- Sales performance
- Client acquisition

Technology Disclaimer

Technology platforms, software providers, AI systems, and third-party tools frequently change features, functionality, pricing, and policies.

Unlockd Systems is not responsible for changes made by third-party providers.

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AI SERVICES ADDENDUM

Our services may utilize artificial intelligence technologies, including but not limited to:

- OpenAI
- Anthropic Claude
- GoHighLevel AI
- Twilio AI
- Other third-party AI systems

Client acknowledges and agrees:

- AI-generated content may contain inaccuracies, omissions, outdated information, bias, or unexpected outputs.
- AI-generated content should always be reviewed by a qualified human before publication, implementation, or reliance.
- Client remains solely responsible for reviewing and approving all content, communications, automations, workflows, and business decisions generated or assisted by AI systems.
- Unlockd Systems makes no warranty regarding the accuracy, legality, compliance, completeness, or fitness of AI-generated outputs.
- AI providers may change functionality, pricing, availability, policies, or features without notice.
- Unlockd Systems shall not be responsible for losses, damages, penalties, fines, claims, or liabilities arising from AI-generated outputs, third-party AI platform failures, service interruptions, model changes, or reliance on AI-generated content.

AI Voice Agents

Where AI voice agents are utilized:

- Calls may be monitored
- Calls may be recorded
- Human intervention may be required
- AI responses may not always be accurate

Recordings may be used for quality assurance, compliance, training, and operational improvement purposes.

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COOKIE POLICY

Unlockd Systems uses cookies to improve website functionality and user experience.

Cookies are small files stored on a user's device.

Types of Cookies Used

Essential Cookies

Necessary for website operation and security.

Functional Cookies

Allow preferences and settings to be remembered.

Analytics Cookies

Help us understand visitor behavior and improve website performance.

Marketing Cookies

Used for advertising, retargeting, and marketing performance tracking.

Managing Cookies

Users may control cookie preferences through browser settings and cookie consent tools when available.

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TESTIMONIAL & MEDIA RELEASE

By voluntarily providing testimonials, reviews, photographs, videos, screenshots, recordings, case studies, feedback, or similar materials ("Materials"), you grant Unlockd Systems a non-exclusive, royalty-free, worldwide license to use, reproduce, publish, distribute, modify, display, and promote such Materials for marketing, educational, advertising, and promotional purposes.

You represent that:

- You have authority to provide the Materials.
- The Materials are truthful and based on your actual experience.
- Use of the Materials does not violate third-party rights.

You release and hold harmless Unlockd Systems from any claims, demands, liabilities, damages, or causes of action arising from the authorized use of the Materials.

If you wish to revoke permission in the future, please submit a written request. Unlockd Systems will make reasonable efforts to honor such requests going forward, although previously published materials may not be recoverable.

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INDEPENDENT CONTRACTOR AGREEMENT

This Agreement applies to independent contractors engaged by Unlockd Systems.

Contractor Status

Contractor is an independent contractor and not an employee.

Contractor is responsible for:

- Taxes
- Insurance
- Licenses
- Permits
- Legal compliance

Nothing in this Agreement creates an employer-employee relationship.

Ownership of Work Product

All work products, materials, deliverables, inventions, developments, documentation, content, workflows, automations, software configurations, and related intellectual property created by the contractor within the scope of the engagement shall be considered works made for hire to the fullest extent permitted by law.

Such work product shall become the sole property of Unlockd Systems upon full payment for services rendered.

To the extent any work product is not considered a work made for hire, the contractor hereby assigns all rights, title, and interest in such work product to Unlockd Systems.

Confidentiality

Contractor agrees to maintain confidentiality regarding all non-public information obtained during the engagement.

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DATA PROCESSING ADDENDUM (DPA)

If the Client or Client's customers are subject to GDPR, CCPA, CPRA, or other applicable privacy regulations, this DPA applies.

The parties agree to:

- Process personal data only on documented instructions.
- Maintain confidentiality.
- Implement reasonable technical and organizational safeguards.
- Assist with lawful data subject requests.
- Return or delete personal data when required.
- Permit audits where legally required.

Subprocessors

Unlocked Systems may utilize subprocessors including software providers, hosting providers, CRM providers, payment processors, and communication providers.

Additional information regarding subprocessors, security controls, audit rights, and international transfer mechanisms may be provided upon request or through a separate DPA.

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WEBSITE ACCESSIBILITY STATEMENT

Unlockd Systems is committed to making its website accessible to all users.

We strive to comply with the Web Content Accessibility Guidelines (WCAG) 2.1.

If you encounter accessibility barriers or require assistance accessing any portion of our website, please contact us using the information provided in this document.

We will make reasonable efforts to provide information and services in an accessible format.