

JMI AGENCY

Jayden Malone Integrated, LLC

Terms & Conditions

Including SMS Terms of Service and AI-Assisted Service Disclosures

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1. Acceptance of Terms

By accessing or using jmiagencyllc.com (the "Website"), submitting an intake form, completing our scope quiz, booking a consultation, or purchasing any service from JMI Agency (Jayden Malone Integrated, LLC, referred to herein as "JMI Agency," "we," "our," or "us"), you ("you," "your," or "Client") agree to be bound by these Terms & Conditions in full. If you do not agree to these terms, please do not use our Website, submit your information, or engage our services.

These Terms apply to all visitors, prospects, and clients of JMI Agency, regardless of which service tier, product, or engagement path is used.

2. Services & Payments

JMI Agency provides done-for-you marketing automation infrastructure, including but not limited to customer relationship management (CRM) setup, sales funnel design and development, automated email and SMS sequences, appointment scheduling systems, and related digital marketing services ("Services").

2.1 Payment Terms

- Payment for one-time build services (Full-System Build, Growth Accelerator Package, Elite Agency Partner Program) is due in full at the time of booking unless an alternative payment arrangement has been agreed to in writing in advance.
- All one-time service fees are non-refundable once work has commenced, except as otherwise required by applicable law.
- The Monthly Maintenance Membership is a recurring subscription billed automatically on a monthly basis through our designated payment processor. This subscription will continue until canceled by the Client.
- To cancel the Monthly Maintenance Membership, Client must provide written notice to JMI Agency. Cancellation will take effect at the end of the current billing cycle; no partial-month refunds are issued.
- All payments are processed through third-party payment processors. JMI Agency does not store full payment card details on its own servers.

2.2 Scope of Work

The specific deliverables, timeline, and price for any engagement are determined based on the scope discussed during the intake process, fit call, or scope quiz, and confirmed prior to the start of

work. Any material change to scope requested after work has begun may result in additional fees, which will be discussed and agreed to before being applied.

2.3 Project Timelines

Estimated build timelines (typically 4 to 6 weeks depending on scope) are provided in good faith based on the information available at the time of scoping. Timelines may be affected by factors including but not limited to Client responsiveness, the complexity of integrations required, and the availability of necessary access or assets from the Client. JMI Agency is not liable for delays caused by Client's failure to provide timely information, approvals, or access required to complete the build.

3. Intellectual Property

Unless otherwise agreed to in writing, all frameworks, templates, workflow structures, automation logic, training materials, and proprietary methodologies developed or used by JMI Agency in the course of delivering Services remain the intellectual property of JMI Agency.

Upon full payment, Client receives a non-exclusive, non-transferable license to use the specific system built for Client's business for Client's own internal business operations. Client may not:

- Republish, resell, sublicense, or redistribute JMI Agency's proprietary frameworks, templates, or system architecture to any third party
- Use JMI Agency's materials, methodology, or system design to create a derivative product or competing service offering
- Represent JMI Agency's proprietary build methodology as their own original work product for resale purposes

Client retains ownership of their own business data, contact lists, branding assets, and content provided to JMI Agency for use in the build.

4. AI-Assisted Services Disclosure

JMI Agency uses artificial intelligence tools as part of its internal service delivery process, including but not limited to: analyzing client intake responses to recommend service scope and pricing, drafting portions of marketing copy and automation sequence content, and assisting with system architecture planning.

All AI-assisted outputs are reviewed, customized, and finalized by a human team member before being delivered to Client or implemented in Client's system. AI tools are used to support and accelerate our process — not to replace human oversight of the final deliverable.

Client acknowledges and agrees that:

- AI-generated recommendations regarding service tier, pricing, or scope are advisory in nature and are confirmed by JMI Agency before being finalized
- Any AI-generated content incorporated into Client's marketing materials, automation sequences, or communications is reviewed for accuracy and brand alignment prior to deployment, but Client is responsible for final review and approval of all client-facing content before it goes live

- JMI Agency does not guarantee that AI-assisted outputs will be free of error, and Client should review all deliverables before relying on them for business-critical decisions
- No personally identifiable client data is used to train any third-party AI model outside of the ordinary processing required to deliver the Services

5. Social Media, Messaging & Third-Party Platform Disclosures

5.1 Platform Affiliation

JMI Agency's services may include the integration of Client's marketing systems with third-party platforms, including but not limited to Meta™ (Facebook™ and Instagram™), Google, and other advertising or social platforms. JMI Agency is an independent service provider and is not affiliated with, endorsed by, sponsored by, or officially connected to Meta Platforms, Inc., Google LLC, or any other third-party platform referenced in connection with our Services. All trademarks referenced are the property of their respective owners.

5.2 Direct Message & Inbound Communication Response Windows

Where JMI Agency builds or manages automated response systems for Client's direct messages (DMs), social media inquiries, or other inbound messaging on Client's behalf or for Client's business:

- Automated response workflows are configured to acknowledge inbound messages as promptly as the connected platform's technical infrastructure allows, but actual delivery and response timing may be affected by platform-side limitations outside JMI Agency's control
- Per Meta's current platform policies, businesses generally have a standard 24-hour window from a user's last message to respond using standard messaging tools without that exchange being subject to additional platform messaging restrictions. JMI Agency configures automation to operate within this window where applicable, but cannot guarantee platform-side enforcement, changes, or interpretation of this window, as such policies are determined solely by the third-party platform and are subject to change without notice
- If a response window lapses due to platform rules (for example, the Meta 24-hour messaging window), any further outbound messaging may be limited or restricted by the platform itself, regardless of automation built by JMI Agency. JMI Agency is not liable for messages that go undelivered, are delayed, or are blocked due to third-party platform policy enforcement
- Client is responsible for maintaining compliance with the messaging and advertising policies of any third-party platform their business operates on

5.3 Platform Changes & Account Restrictions

Third-party platforms frequently update their algorithms, application programming interfaces (APIs), messaging policies, and account standing requirements. JMI Agency is not liable for any disruption, restriction, suspension, or change in performance of Client's systems resulting from changes made by Meta, Google, or any other third-party platform, including but not limited to algorithm changes, policy updates, API deprecation, or account-level restrictions imposed by the platform.

6. Limitation of Liability

Services are provided “as is” and “as available,” with no guarantee of specific business results, revenue outcomes, lead volume, or conversion rates. JMI Agency builds and delivers marketing infrastructure; the business outcomes generated by that infrastructure depend on factors outside JMI Agency's control, including but not limited to Client's offer, pricing, market conditions, ad spend, and the quality of leads in Client's specific industry.

To the fullest extent permitted by applicable law, JMI Agency, its owner, employees, and contractors shall not be liable for:

- Platform downtime, algorithm changes, account restrictions, or other technical issues arising from third-party platforms outside JMI Agency's direct control
- Lost profits, lost revenue, lost business opportunities, or indirect, incidental, consequential, special, or punitive damages of any kind
- Any failure of Client's business systems resulting from Client's own modification of, or failure to maintain, the system delivered by JMI Agency
- Delays or service interruptions caused by events beyond JMI Agency's reasonable control, including but not limited to internet outages, third-party software failures, or force majeure events

JMI Agency disclaims all warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall JMI Agency's total liability arising out of or related to these Terms exceed the total amount paid by Client to JMI Agency for the specific Service giving rise to the claim in the twelve (12) months preceding the claim.

7. Data Handling & Client Business Information

In the course of delivering Services, JMI Agency may receive access to Client's business data, including contact lists, customer relationship management records, advertising account access, payment processing connections, and related business information (“Client Data”).

- Client Data is used solely for the purpose of building, configuring, and maintaining the systems and Services Client has engaged JMI Agency to provide
- JMI Agency does not sell, rent, or share Client Data with third parties for marketing purposes
- Client Data is stored within secure, access-controlled platform environments. While JMI Agency implements industry-standard security practices, no method of electronic storage or transmission is completely secure, and JMI Agency cannot guarantee absolute security of Client Data
- Upon termination of services, Client Data within JMI Agency's direct control will be handled in accordance with our Privacy Policy and applicable data retention obligations
- Client is responsible for ensuring it has the necessary rights and consents to share any third-party personal data (such as customer contact lists) with JMI Agency for the purposes of service delivery

8. Indemnification

Client agrees to indemnify, defend, and hold harmless JMI Agency, its owner, employees, and contractors from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Client's misuse of the Services or systems

delivered; (b) Client's violation of any third-party platform's terms of service or policies; (c) Client's failure to implement or maintain delivered systems securely; (d) any content, data, or materials provided by Client that infringe upon the rights of a third party; or (e) Client's violation of these Terms.

9. Termination

JMI Agency reserves the right to suspend or terminate Services, access to delivered systems, or any ongoing engagement at its discretion in the event of: non-payment, violation of these Terms, abusive or unethical conduct toward JMI Agency or its team, or use of delivered systems for unlawful purposes.

Client may terminate the Monthly Maintenance Membership at any time by providing written notice as outlined in Section 2.1. Termination of the Monthly Maintenance Membership does not entitle Client to a refund of the original one-time build fee.

10. Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Illinois, USA, without regard to its conflict of law principles. Any dispute arising out of or relating to these Terms or the Services shall first be addressed through good-faith, direct written communication between the parties. If a resolution cannot be reached informally within thirty (30) days, the parties agree that any further legal action shall be brought exclusively in the state or federal courts located in Illinois.

JMI Agency is a limited liability company formed and registered under the laws of the State of Illinois. Nothing in these Terms is intended to limit any non-waivable right or remedy available to Illinois consumers under the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505) or other applicable Illinois consumer protection statutes.

11. Illinois-Specific Legal Provisions

Because JMI Agency is formed and based in Illinois, the following provisions apply to clarify our obligations and your rights under Illinois law specifically, in addition to the general terms above.

11.1 Illinois Consumer Fraud and Deceptive Business Practices Act

JMI Agency's marketing claims, service descriptions, and pricing are made in good faith and are intended to comply with the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/1 et seq.). We do not knowingly make false, misleading, or deceptive statements regarding our Services, pricing, or expected outcomes. Any results, testimonials, or case studies referenced are addressed specifically in the Results & Earnings Disclaimer below.

11.2 Personal Information Protection Act (PIPA) — Data Breach Notification

As an Illinois-based business handling personal information of clients and prospects, JMI Agency complies with the Illinois Personal Information Protection Act (815 ILCS 530/1 et seq.). In the event of a confirmed data breach involving unencrypted personal information (defined under PIPA as a name combined with a Social Security number, driver's license number, financial account number, or similar sensitive identifier), JMI Agency will:

- Notify affected individuals in the most expedient time possible and without unreasonable delay, consistent with the needs of any law enforcement investigation and the time needed to determine the scope of the breach and restore system integrity
- Provide notice via written, electronic, or substitute notice as permitted under PIPA
- Notify the Illinois Attorney General if the breach affects more than 500 Illinois residents, consistent with statutory requirements

Routine business contact information (such as name, email, and phone number collected through our intake form or scope quiz) does not, on its own, constitute “personal information” under PIPA's breach notification definition. PIPA's notification trigger applies specifically to the sensitive identifier combinations described above.

11.3 Biometric Information Privacy Act (BIPA) — Inapplicability

JMI Agency does not collect, capture, purchase, or otherwise obtain biometric identifiers or biometric information (such as fingerprints, retina or iris scans, voiceprints, or facial geometry scans) as defined under the Illinois Biometric Information Privacy Act (740 ILCS 14/1 et seq.) in connection with the Services described in these Terms. If this changes in the future, this Policy will be updated and separate written consent will be obtained as required by BIPA prior to any such collection.

11.4 Illinois Electronic Mail Act & Telephone Solicitations Act

Marketing emails and SMS messages sent by JMI Agency comply with the Illinois Uniform Electronic Transactions Act, the CAN-SPAM Act, and the Telephone Consumer Protection Act (TCPA) as applicable. Every marketing email includes a functional unsubscribe mechanism, and every SMS communication honors STOP requests as described in the SMS Terms of Service below. Illinois residents on the Illinois or National Do-Not-Call Registry will not be contacted via telephone solicitation in violation of applicable do-not-call requirements.

11.5 AI Notice — Illinois Human Rights Act (HB 3773) Clarification

Illinois House Bill 3773, effective January 1, 2026, amended the Illinois Human Rights Act to require employer notice when AI is used to make or influence covered employment decisions (such as hiring, promotion, discipline, or discharge of employees). JMI Agency's use of AI, as disclosed in Section 4 above, is limited to client service delivery — analyzing intake responses, drafting marketing content, and supporting system design. JMI Agency does not use AI to make employment decisions about its own personnel within the scope of this client-facing disclosure. To the extent JMI Agency has employees, JMI Agency separately complies with HB 3773's notice requirements through its internal employment policies, which are outside the scope of these client-facing Terms.

12. Changes to These Terms

JMI Agency may update these Terms & Conditions at any time to reflect changes in our Services, legal requirements, or business practices. The “Last Updated” date at the top of this document will reflect the most recent revision. Continued use of our Website or Services following any update constitutes acceptance of the revised Terms.

SMS TERMS OF SERVICE

JMI Agency SMS Communication Program

Program Description

By providing your phone number and opting in through our intake form, scope quiz, checkout process, or other point of collection, you consent to receive SMS text messages from JMI Agency related to your inquiry, appointment scheduling, service updates, and account-related notifications. Message frequency varies based on your engagement with our Services.

Opt-Out Instructions

You may opt out of receiving SMS messages from JMI Agency at any time by replying STOP to any message. You will receive a one-time confirmation message acknowledging your opt-out, after which you will not receive further messages unless you opt back in.

Rejoining Instructions

To resume receiving SMS messages after opting out, you must complete the applicable sign-up or intake process again through jmiagencyllc.com.

Help Instructions

For assistance, reply HELP to any message, or contact us directly through jmiagencyllc.com.

Carrier Disclaimer

Message and data rates may apply. Mobile carriers are not liable for delayed or undelivered messages. Delivery is subject to factors outside JMI Agency's control, including but not limited to carrier network conditions and Client's device settings.

Data Use for SMS

No mobile information collected as part of the SMS program will be shared with third parties or affiliates for marketing or promotional purposes. Information may be shared with subcontractors solely in support of service delivery (such as platform hosting and customer service functions). All other categories of use exclude text messaging originator opt-in data and consent; this information is not shared with any third party for purposes outside of providing the requested Services.

Results & Earnings Disclaimer

Any results, case studies, or examples referenced by JMI Agency in marketing materials, on our Website, or in conversation represent specific outcomes for specific businesses under specific circumstances. They are not typical, and we do not represent or guarantee that you will achieve the same or similar results. Your results will vary based on numerous factors including but not limited to your industry, offer, pricing, market conditions, effort, and execution. JMI Agency provides infrastructure, systems, and strategic guidance — not guarantees of business outcomes.

If you are not prepared to implement the systems delivered, provide timely access and information needed for the build, or take consistent action in your business, please do not book a consultation or purchase a Service.

