

Another Brilliant Idea, Inc. | Terms & Conditions Including SMS and SaaS provisions

Effective date: October 10, 2026 • Applies to: anotherbrilliantidea.com; funeral-crm.com; compassion-concierge.io; BrilliantMobile.com

1. Introduction and Acceptance of Terms

Welcome to Another Brilliant Idea, Inc. ("ABI," "Company," "we," "us," or "our").

These Terms & Conditions ("Terms") govern your access to and use of our websites, software platforms, marketing services, CRM systems, AI-powered assistants, automated communication tools, digital products, consulting services, and other products and services provided by ABI.

These Terms apply to the following websites:

- <https://anotherbrilliantidea.com>
- <https://funeral-crm.com>
- <https://compassion-concierge.io>
- <https://BrilliantMobile.com>

These Terms also apply to ABI-operated services or pages that expressly reference them.

By accessing our websites, creating an account, purchasing services, or otherwise accepting these Terms, you agree to comply with them.

If you are entering into an agreement on behalf of a business or organization, you represent that you have authority to bind that entity.

If you do not agree to these Terms, you should not use the applicable services.

Separate Agreements: Certain services may be governed by an additional signed proposal, Master Services Agreement, subscription agreement, order form, or statement of work. Where such an agreement conflicts with these Terms concerning the purchased service, the separately executed agreement will control.

2. About Our Services

ABI provides marketing and technology services primarily to businesses, including funeral homes and businesses within the compassion and professional service industries.

Our services may include:

- Marketing consulting, planning, and management.
- Customer relationship management (CRM) systems.
- Funeral-CRM software subscriptions.

- Compassion Concierge AI-powered assistants.
- Brand-trained AI and automated communication systems.
- Website design, development, hosting, and maintenance.
- Search engine optimization (SEO) and AI search visibility services.
- Social media content and management.
- Email marketing, text messaging, and communication automation.
- Appointment scheduling and lead management.
- Reputation management and review-request systems.
- Advertising management and promotional campaigns.
- Business audits, consulting, coaching, and training.
- Digital courses, templates, educational materials, and downloads.
- Other related services and technology solutions.

Specific deliverables, features, service levels, fees, and responsibilities are established in the applicable service agreement or purchase description.

ABI may improve, update, modify, or discontinue features from time to time, subject to its existing contractual commitments and applicable law.

3. Business Use and Eligibility

ABI's primary services are intended for businesses and their authorized representatives.

Users must be at least 18 years old to independently purchase ABI services or enter into contracts with ABI.

Authorized business users agree to provide accurate account and billing information.

Clients are responsible for ensuring that employees, contractors, representatives, and other individuals authorized to access their accounts comply with these Terms.

Our business services are not specifically directed toward children.

Visitors interacting with a funeral home's website or AI assistant may be subject to that funeral home's additional terms, notices, and policies.

4. Technology Licensing and Ownership

4.1 Licensed Access to Technology

ABI provides licensed access to various software platforms, CRM systems, AI assistants, automation tools, communication systems, and related technology.

Clients are leasing or subscribing to access and use of these tools. They are not purchasing ownership of the underlying technology.

Subject to payment of applicable fees and compliance with these Terms, ABI grants the client a limited, nonexclusive, nontransferable, non-sub-licensable license to access and use the applicable services for authorized internal business purposes during the subscription term.

This license does not transfer ownership of software, automation systems, workflows, or proprietary technology.

4.2 ABI Intellectual Property

ABI retains ownership of its proprietary materials, including:

- CRM configurations and software setups developed by ABI.
- Automation workflows and system architecture.
- GoHighLevel snapshots and reusable templates developed by ABI.
- AI assistant configurations and proprietary instructions.
- Business processes, methodologies, and frameworks.
- Training materials, systems, and educational content.
- Website templates and reusable design components.
- Proprietary marketing tools and operational resources.
- Trade names, trademarks, branding, and other intellectual property.

Third-party software and technology remain the property of their respective owners.

Clients may not reproduce, distribute, resell, sublicense, reverse engineer, or commercially exploit ABI's proprietary technology without prior written authorization, except where prohibited by applicable law.

4.3 Client-Owned Information and Deliverables

Clients retain ownership of:

- Their customer and prospect contact information.
- Their imported CRM databases.

- Their customer and family records.
- Their business information and original materials.
- Their AI conversation transcripts and call recordings, as between ABI and the client and subject to applicable rights.
- Custom marketing materials and deliverables expressly assigned to them under a paid agreement.

Ownership of a paid custom deliverable does not automatically transfer ABI's underlying proprietary tools, source materials, configurations, or third-party licenses.

Unless expressly agreed in writing, ownership of a custom website or design does not include ABI's proprietary templates, software tools, automation infrastructure, or third-party technology.

5. Client Responsibilities and Proper Use of Technology

ABI provides technology, marketing assistance, and related services. Clients are responsible for their own business operations and how they use the tools provided.

Clients are responsible for:

1. Providing accurate business information, service descriptions, pricing, policies, and other materials.
2. Reviewing and approving marketing campaigns and communications as required by their service agreement.
3. Obtaining appropriate permission to collect, store, and use customer information.
4. Obtaining legally required consent for marketing emails, automated calls, and text messages.
5. Maintaining lawful, permission-based contact lists.
6. Ensuring their use of AI, automation, and messaging tools complies with applicable laws.
7. Training their employees and authorized users to use the technology appropriately.
8. Maintaining appropriate user-account permissions and internal security practices.
9. Reviewing AI-generated information when appropriate.
10. Monitoring their business's customer communications, inquiries, and follow-up activities.
11. Complying with applicable advertising, consumer-protection, professional, industry-specific, privacy, and telecommunications laws.
12. Promptly notifying ABI about inaccurate system information, suspected unauthorized access, or technical problems.

Clients may not use ABI's services to conduct unlawful, deceptive, discriminatory, fraudulent, abusive, or unauthorized activities.

ABI is not responsible for damages or losses caused solely by a client's improper, unauthorized, negligent, or unlawful use of the technology.

This allocation of responsibility does not eliminate ABI's own obligations under its agreements or applicable law.

6. AI Assistants and Automated Services

6.1 Purpose of AI Services

ABI provides AI-assisted technology, including Compassion Concierge and other brand-trained assistants, to support customer communications and administrative activities.

Depending on the service, AI assistants may:

- Respond to website inquiries.
- Answer frequently asked questions.
- Provide general funeral-planning or grief-support information.
- Collect contact information.
- Assist with appointment requests.
- Facilitate follow-up communications.
- Route questions to authorized staff.
- Summarize or retain conversations.
- Handle AI-assisted telephone interactions.
- Perform other authorized administrative tasks.

6.2 AI Limitations

AI-generated responses may occasionally contain errors, omissions, or outdated information.

AI assistants are not substitutes for licensed funeral directors, medical professionals, mental-health professionals, attorneys, emergency personnel, or other qualified professionals.

Information concerning prices, service availability, funeral arrangements, medical conditions, legal requirements, or other significant decisions should be verified with the appropriate service provider or professional.

AI assistants are not intended for emergencies.

6.3 Client Responsibility for AI Content

Clients are responsible for providing accurate knowledge-base information and reviewing the information supplied to their AI assistants.

Clients are responsible for determining when human review or intervention is appropriate for their business.

ABI is not responsible for losses caused solely by inaccurate client-supplied information or client-directed configurations.

ABI remains responsible for performing its own expressly agreed setup, configuration, support, and maintenance obligations with reasonable care.

6.4 AI Data and Conversations

AI interactions may be recorded, retained, summarized, or reviewed by authorized individuals as described in the applicable Privacy Policy, service agreement, and client disclosures.

Clients retain their contractual rights to client-owned conversation records, subject to applicable law and third-party rights.

ABI will process client information for authorized service purposes and client-specific assistant improvements as agreed.

ABI will not intentionally use one client's confidential conversation data to train another client's assistant or for unrelated cross-client model training without appropriate authorization.

Third-party AI providers may separately process information under their applicable agreements and privacy terms.

6.5 Human Assistance

AI assistants are designed to support, not completely replace, appropriate human oversight.

Where supported by the service, users may request assistance from a human representative.

Clients remain responsible for providing appropriate human follow-up for matters requiring professional judgment.

7. CRM Accounts, Data Ownership, and Access

7.1 Account Administration

ABI may create and administer CRM sub-accounts and related technology environments for clients.

Authorized client representatives may receive individual login credentials.

ABI may retain administrative access as reasonably necessary to maintain systems, provide technical support, deliver contracted services, and fulfill authorized client requests.

7.2 Client Data

Client-provided contact lists, business records, customer information, and other client-owned records remain the property of the client, subject to applicable laws and third-party rights.

ABI receives permission to access and process this information as needed to perform contracted services.

ABI does not acquire ownership of client records solely because they are stored within ABI-managed technology.

7.3 Account Security

Clients are responsible for protecting their login information and controlling access granted to their employees or representatives.

Clients must notify ABI promptly if they suspect unauthorized use of their accounts.

ABI maintains reasonable administrative and technical safeguards designed to protect the systems it manages.

No electronic system can be guaranteed entirely free from security risks.

8. Data Protection and Privacy

ABI collects and processes personal information as described in its Privacy Policy.

When ABI processes personal information on behalf of a business client, the client generally determines the authorized purposes and use of that information.

ABI may engage third-party providers to support hosting, communications, payment processing, analytics, AI services, and other authorized business activities.

The parties will comply with applicable privacy and security obligations.

Where appropriate, a separate Data Processing Addendum may establish additional responsibilities concerning security, sub-processors, privacy requests, security incidents, and data retention.

Nothing in these Terms eliminates either party's independent obligations under applicable privacy or data-security laws.

9. Fees, Payments, and Billing

9.1 Service Fees

Service fees are identified in the applicable proposal, order form, checkout page, subscription agreement, or other accepted purchase description.

Services may include:

- One-time setup or onboarding fees.
- Monthly recurring subscription fees.
- Monthly marketing or management fees.
- Consulting, audit, or training fees.
- Website development fees.
- Digital-product fees.
- Additional usage-based charges.

9.2 Monthly Billing

Unless otherwise specified in writing, recurring service and subscription fees are billed monthly in advance.

Clients authorize ABI to charge their approved payment method according to the disclosed billing schedule.

9.3 Usage-Based Charges

Additional fees may apply for usage of:

- SMS and MMS messaging.
- Telephone calls and voice services.
- AI processing or conversational usage.
- Email or other communication services.
- Third-party technology services.

Usage charges will be assessed according to the applicable disclosed pricing schedule.

Client is responsible for valid usage charges incurred through authorized use of its account, subject to the applicable agreement and any agreed restrictions.

9.4 Payment Methods

ABI may accept credit cards, debit cards, ACH transfers, bank payments, or other approved payment methods.

Payment processing may be performed by authorized third-party providers.

9.5 Failed or Late Payments

If payment is declined or overdue, ABI may contact the client and provide an opportunity to resolve the issue.

Following appropriate notice and any applicable contractual grace period, ABI may suspend services until payment is brought current.

Repeated or unresolved nonpayment may result in termination.

Late fees or interest may be assessed only when expressly stated in the applicable agreement and permitted by law.

Clients remain responsible for properly incurred outstanding charges.

10. Subscription Terms and Cancellation

10.1 Subscription Structure

ABI offers month-to-month subscriptions, individually negotiated business agreements, and one-time purchases.

The applicable agreement or checkout terms determine the subscription period and renewal conditions.

10.2 Business Subscription Cancellation

Unless otherwise stated in a signed business agreement, ABI's standard cancellation requirement is **30 days' advance written notice**.

Cancellation requests may be submitted to:

Support@AnotherBrilliantIdea.com

For a standard B2B month-to-month subscription, cancellation becomes effective 30 calendar days after ABI receives the written notice, unless the parties agree to a different date.

Fees properly incurred through the effective termination date remain payable.

Any prorated refund, final billing adjustment, or additional transition charge will be determined by the applicable written agreement.

10.3 Consumer Subscription Rights

When ABI offers an automatically renewing subscription to an individual consumer, any applicable consumer automatic-renewal, disclosure, consent, refund, and cancellation requirements will take precedence over conflicting provisions of these Terms.

Where required, consumers will be provided an appropriate cancellation method through the same channel used to enroll or another legally compliant method.

10.4 Termination by ABI

ABI may suspend or terminate service for material breach, unlawful use, or continued nonpayment, subject to applicable law, required notice, and contractual cure provisions.

ABI may also terminate a service where continued operation is prohibited by law or presents an immediate and material security risk.

ABI will address data access and transition obligations according to the applicable agreement.

11. Refund Policy

11.1 Consulting and Audits

Fees for completed consultations, business audits, training sessions, or other completed professional services are generally nonrefundable, except where required by law or expressly agreed otherwise.

11.2 Recurring Services

Refunds for recurring subscriptions and services are reviewed case by case, subject to the applicable agreement and governing law.

Cancellation does not automatically entitle a client to a refund of properly incurred charges.

11.3 Digital Products

Digital purchases, courses, templates, and downloadable materials are subject to the refund terms disclosed at purchase and any applicable legal rights.

11.4 Money-Back Guarantees

Certain ABI offers may include a written money-back guarantee.

Such guarantees apply only to the specifically identified product or service and are subject to the conditions, deadlines, and requirements disclosed with that offer.

No general money-back guarantee applies unless expressly stated.

12. Data Export, Off-boarding, and Termination

Upon termination of a CRM or technology subscription, a client may request export of available client-owned data in a reasonably supported format.

ABI's standard proposed data-export request period is thirty (30) days following the effective termination date, unless another agreement or applicable law requires otherwise.

ABI may provide reasonable export assistance according to the applicable agreement.

Transfer of an entire CRM subaccount, proprietary system configuration, automation workflow, AI assistant, third-party license, or other ABI-owned technology is not automatically included in a data export.

Additional migration or transition services may be offered under a separate written agreement.

Following termination, client information will be retained, deleted, or otherwise handled according to the applicable Privacy Policy, service agreement, documented retention schedule, and applicable legal obligations.

Certain records may remain in secure backups or be retained as legally required.

13. Marketing and Advertising Services

ABI may provide marketing, content development, SEO, advertising, website, and promotional services.

Marketing outcomes depend on numerous factors outside ABI's direct control, including competition, market conditions, customer behavior, advertising budgets, platform policies, and the client's business practices.

ABI does not guarantee:

- A specific number of leads, inquiries, or appointments.
- A specific number of sales or conversions.
- Increased business revenue or profitability.
- Specific Google or other search engine rankings.
- Specific social media engagement or reach.
- A particular advertising return on investment.
- A particular AI search ranking, citation, or recommendation.

- The continued availability or effectiveness of any third-party advertising platform.

ABI will perform the services and deliverables expressly agreed to in writing.

Performance examples, projections, testimonials, and case studies do not constitute guarantees of future results.

14. Client Content and Approvals

Clients are responsible for the truthfulness, accuracy, legality, and authorization of information they provide for publication or use in campaigns.

This includes service descriptions, prices, testimonials, photographs, names, customer communications, and business representations.

Clients grant ABI permission to use submitted materials as reasonably necessary to provide the contracted services.

Where the service agreement requires client approval, the client is responsible for reviewing the applicable material within the agreed review period.

ABI remains responsible for its own work and obligations under the applicable service agreement.

ABI may display completed client work in its portfolio only with appropriate client permission.

15. SMS, Telephone, and Electronic Communications

15.1 Communications Services

ABI provides SMS, email, telephone, and automated messaging technology for its own business and for authorized business clients.

Messages may include:

- Appointment confirmations and reminders.
- Responses to customer inquiries.
- Service-related notifications.
- Account and payment updates.
- Educational information.
- Marketing promotions and event invitations.
- Pre-need information and follow-ups.
- Aftercare and grief-support communications.

- Review requests.

15.2 Messaging Consent

Marketing text messages are sent only where the sender has obtained consent required by applicable law.

Consent to receive marketing text messages is optional and is not a condition of purchasing goods or services.

Where consent is required, the applicable form or enrollment disclosure identifies the sender and the type of messages involved.

Clients are responsible for obtaining, documenting, and maintaining lawful consent for messages they send using ABI's technology.

ABI is responsible for maintaining appropriate consent practices for its own messaging programs and performing its expressly agreed technical services.

15.3 Message Frequency and Charges

Message frequency varies depending on the communication program and recipient interaction.

Message and data rates may apply.

15.4 SMS Opt-Out

Recipients may reply **STOP** to withdraw consent from the applicable text messaging program.

Other reasonable opt-out requests will be honored as required by law.

A final confirmation message may be sent when legally permitted.

Recipients may reply **HELP** for assistance.

15.5 Contact for Messaging Support

For messages sent by ABI:

Phone: (951) 356-7711

Email: Support@AnotherBrilliantIdea.com

For messages sent by a client using ABI's services, recipients should contact the identified sender for program-specific assistance.

15.6 Client Messaging Responsibilities

Clients are responsible for:

- Obtaining required consent.
- Using accurate sender identification.
- Maintaining compliant contact lists.
- Honoring opt-out requests.
- Reviewing their campaign content.
- Complying with applicable messaging and advertising laws.

ABI may suspend or restrict messaging access where reasonably necessary to address unlawful messaging, platform violations, carrier restrictions, or significant compliance risks.

15.7 Email Communications

ABI and clients using its services must comply with applicable commercial email requirements.

Commercial marketing email must include required sender identification, a valid postal address, and a functional unsubscribe mechanism.

15.8 Telephone and Call Recording

Where telephone recording is enabled, the responsible party must provide required notices and obtain legally necessary consent.

Clients are responsible for the lawful operation of their communications programs, while ABI remains responsible for recording functionality, disclosures, or consent mechanisms it expressly undertakes to configure or operate.

15.9 Mobile Information Privacy

ABI does not sell or rent its SMS subscriber lists.

Mobile opt-in information and consent records will not be shared with third parties or affiliates for their independent marketing or promotional purposes.

Information may be processed by authorized service providers as necessary to deliver and support messaging services, subject to applicable agreements and privacy protections.

16. Third-Party Platforms and Service Providers

ABI's services may depend on independent third-party platforms, including CRM providers, hosting services, AI technology providers, telecommunications carriers, advertising platforms, and payment processors.

These providers may have their own terms, policies, pricing requirements, usage restrictions, and operational limitations.

ABI does not control independently operated third-party services and cannot guarantee uninterrupted availability, unchanged pricing, or continued access to a third-party feature.

ABI is not responsible for losses caused solely by independent third-party events outside ABI's reasonable control.

However, ABI remains responsible for its own commitments, reasonable care, and other duties established by its agreements and applicable law.

17. Service Availability, Maintenance, and Support

ABI makes commercially reasonable efforts to provide contracted services and support.

Services may occasionally be unavailable because of maintenance, upgrades, technical problems, security events, network interruptions, or third-party outages.

Specific response times, support hours, uptime commitments, or service credits apply only when expressly included in the applicable written agreement.

ABI does not guarantee that every software feature, automation, AI response, or communication will operate without interruption or error.

18. Confidentiality

Each party agrees to use reasonable care to protect the other party's confidential business, customer, financial, technical, and operational information.

Confidential information may be shared with authorized employees, contractors, professional advisers, and service providers who have a legitimate need for access and are subject to appropriate confidentiality obligations.

Confidential information does not include information that is publicly available through no breach of the agreement, independently developed without misuse of confidential information, or lawfully received from another source.

Legally required disclosures may be made subject to applicable notice requirements.

Neither party may use the other's confidential information for unrelated commercial purposes without appropriate authorization.

19. Client Indemnification

To the extent permitted by applicable law, Client agrees to defend, indemnify, and hold harmless ABI and its authorized representatives against third-party claims, liabilities, damages, and reasonable legal expenses arising from:

1. Client's unlawful use of the technology or services.
2. Client's failure to obtain legally required communication consent.
3. Unlawful collection, disclosure, or use of customer information by Client.
4. Client-provided content that infringes third-party rights.
5. Materially false or misleading business information provided or approved by Client.
6. Unauthorized activities of Client's employees or representatives acting within their assigned access or authority.
7. Client's material breach of its contractual compliance responsibilities.

Client's indemnification obligations apply only to the extent the claim results from Client's acts, omissions, or contractual breaches.

Client is not required to indemnify ABI to the extent a claim is caused by ABI's own breach, negligence, misconduct, or legally imposed responsibility.

ABI will provide reasonably prompt notice of a covered third-party claim and appropriate cooperation.

Client may not enter into a settlement that imposes obligations or admissions on ABI without ABI's written consent.

Any separate negotiated indemnification terms in a signed agreement will control.

20. Limitation of Liability

20.1 Annual Contract Liability Cap

To the maximum extent permitted by applicable law, ABI's total aggregate liability arising from ordinary breach of the applicable client agreement shall not exceed the annual contracted amount payable to ABI under that agreement for the contract year in which the event giving rise to the claim occurred.

This cap applies collectively to all claims arising from the same agreement and does not create a separate limit for each claim.

20.2 Month-to-Month Agreements

For month-to-month agreements without a stated annual contract amount, the annual contracted amount will equal twelve (12) times the agreed monthly recurring service fee.

Unless expressly stated otherwise, taxes, third-party pass-through expenses, and variable usage charges are excluded from this calculation.

20.3 Exclusion of Certain Damages

To the maximum extent permitted by law, ABI shall not be liable for indirect, incidental, special, consequential, punitive, or exemplary damages, including lost profits, lost revenue, or lost business opportunities.

This exclusion is subject to any non-waivable legal obligations and expressly agreed remedies.

20.4 Client Misuse and Independent Third-Party Failures

ABI shall not be responsible for losses arising solely from:

- Client's improper or unlawful use of licensed technology.
- Client's failure to obtain required messaging consent.
- Inaccurate client-provided information.
- Client's unauthorized system modifications.
- Independent third-party failures outside ABI's reasonable control.
- Unauthorized account use caused solely by Client's failure to follow its agreed security obligations.

This provision does not excuse ABI's own breach of contractual or legal duties.

20.5 Legally Required Exceptions

Nothing in these Terms limits or excludes liability for fraud, willful misconduct, gross negligence, unlawful acts, or other liabilities to the extent such limitations or exclusions are prohibited by applicable law.

Liability for confidentiality, privacy, data-security, or intellectual-property claims remains subject to the applicable cap only to the extent legally enforceable and consistent with any separately executed agreement.

20.6 Payment Obligations

The liability cap does not limit Client's obligation to pay valid and properly incurred fees and charges due under the agreement.

20.7 Allocation of Risk

The parties acknowledge that the fees charged by ABI reflect the licensed nature of the technology, the parties' respective responsibilities, and this contractual allocation of risk.

21. Disclaimer of Warranties

Except for warranties and obligations expressly established in a written agreement, ABI's websites and technology services are provided on an "as available" basis, to the maximum extent permitted by law.

ABI does not warrant that services will be completely uninterrupted, error-free, or compatible with every third-party product.

This disclaimer does not eliminate ABI's responsibility to provide expressly contracted services with reasonable care or any legal warranty that cannot be waived.

22. Insurance

ABI maintains commercial business insurance, including general liability coverage.

Insurance coverage is subject to the terms, limits, conditions, and exclusions of the applicable policies.

The existence of insurance does not increase ABI's contractual liability limits or independently establish coverage for a particular claim.

No representation is made that ABI's general liability policies cover every technology, cyber, privacy, or AI-related risk.

23. Dispute Resolution and Governing Law

These Terms are governed by the laws of the State of California, except where mandatory applicable law requires otherwise.

Before initiating formal legal proceedings concerning a business contract dispute, the parties agree to provide written notice describing the dispute and make a good-faith attempt to resolve it within thirty (30) calendar days.

This process does not prevent either party from seeking urgent injunctive relief or taking action necessary to preserve legal rights.

Unless otherwise specified in a signed agreement or required by law, legal proceedings will be brought in the appropriate state or federal courts serving Riverside County, California.

Nothing in these Terms waives non-waivable consumer rights or legal remedies.

24. Force Majeure

Neither party will be responsible for delays or failures in performing nonpayment obligations caused by events beyond its reasonable control, including natural disasters, widespread utility failures, major network disruptions, governmental restrictions, or other extraordinary events.

The affected party must take reasonable steps to minimize the impact and resume performance when practical.

Payment obligations properly accrued before the event remain due.

Prolonged interruptions and any termination rights arising from them will be governed by the applicable agreement and law.

25. Changes to Terms and Services

ABI may update these Terms to reflect changes in technology, operations, services, or applicable laws.

Updated Terms will be posted with a revised effective date.

Material changes affecting existing paid agreements will be addressed according to the agreement and applicable law, including any required notice or affirmative acceptance.

An updated website posting alone does not automatically amend separately executed agreements where additional consent is required.

26. General Provisions

26.1 Entire Agreement

These Terms, together with the applicable accepted order form, subscription agreement, signed proposal, and incorporated documents, form the applicable agreement between ABI and the customer.

26.2 Order of Precedence

Where documents conflict, a separately executed written agreement or signed amendment controls over these general Terms for the affected services.

A separately executed Data Processing Addendum controls for the specific processing matters it addresses, to the extent stated in that addendum or required by law.

26.3 Severability

If any provision is held unenforceable, the remaining provisions will remain in effect to the extent legally permitted.

26.4 No Waiver

Failure to enforce a provision does not constitute a permanent waiver of that provision or other rights.

26.5 Assignment

Clients may not assign their service agreements without ABI's prior written consent, which will not be unreasonably withheld where applicable.

ABI may assign an agreement as part of a lawful business restructuring, merger, or sale, subject to applicable contractual and legal restrictions.

26.6 Independent Contractors

ABI and its clients are independent contracting parties.

Nothing in these Terms creates a partnership, joint venture, employment relationship, or general agency relationship.

26.7 Electronic Agreements

Where permitted by law, contracts, authorizations, and acknowledgments may be executed or accepted electronically.

26.8 Survival

Provisions concerning payments, confidentiality, intellectual property, limitations of liability, dispute resolution, and other obligations intended by their nature to survive termination will remain effective as applicable.

27. Contact Information

For questions about these Terms, billing, services, subscriptions, or cancellation, please contact:

Another Brilliant Idea, Inc.

California, United States

Email: Support@AnotherBrilliantIdea.com

Phone: (951) 356-7711

Business Mailing Address: 2279 Eagle Glen PKWY #112-149, Corona CA 92883

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End of Terms & Conditions