

Terms & Conditions

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These Terms & Conditions ("Terms") govern your access to and use of the website, products, and services of **Infinity Media Consultant Group LLC**, a Georgia limited liability company ("IMCG," "we," "us," or "our"). By accessing our website at infinitymediaconsultantgroup.com (the "Site") or purchasing or using our services (the "Services"), you ("Client," "you") agree to these Terms. If you do not agree, do not use the Site or Services.

Please read Section 13 (Dispute Resolution) carefully. It requires disputes to be resolved by BINDING ARBITRATION on an individual basis and contains a CLASS-ACTION WAIVER.

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1. Definitions

"Services" means IMCG's AI consulting and automation offerings, which may include AI voice agents and virtual receptionists, workflow automation, AI strategy and audits, and related setup, configuration, and support. "Pilot" means a no-cost trial of the Services. "Client Data" means data you provide or that is collected through your use of the Services, including information about your own customers ("End Users").

2. The Services

IMCG provides AI-enabled business services for commercial clients. The specific scope, deliverables, and fees for your engagement are described in the applicable order form, proposal, pilot agreement, or written description we provide (each, an "Order"). If an Order conflicts with these Terms, the Order controls for that engagement. We may modify, improve, or discontinue features of the Services at any time, and will give reasonable notice of material changes that adversely affect active paid Services.

3. Eligibility & Authority

The Services are offered to businesses, not consumers, and are intended for users who are at least 18 years old. By accepting these Terms, you represent that you are authorized to bind the business you represent and that the information you provide is accurate and complete.

4. Free Pilot

We may offer a 14-day Pilot at no cost to demonstrate the Services. The Pilot is provided "as is," may have limited functionality, and may be modified or ended by either party at any time. Continuation of the Services after the Pilot requires your opt-in and is subject to the fees in Section 5. If you do not opt in, the Services simply end at the close of the Pilot.

5. Fees, Billing & Renewal

- **Fees.** Paid Services are billed at the rates in your Order. Typical structures include a one-time setup fee and a recurring monthly service fee.
- **Payment processor.** Payments are processed by **Stripe**. By providing payment information, you authorize us to charge the applicable fees, including recurring charges, to your selected payment method.
- **Auto-renewal.** Monthly Services renew automatically each billing period until cancelled in accordance with our [Refund & Cancellation Policy](#).
- **Setup fees** are non-refundable. **Cancellation** of monthly Services requires at least 7 days' notice before the next billing date. We do not refund partial billing periods or partial payments. Full terms are in the Refund & Cancellation Policy.
- **Taxes.** Fees are exclusive of taxes; you are responsible for applicable sales, use, or similar taxes.
- **Late or failed payments.** We may suspend or terminate Services for non-payment after reasonable notice.

6. Client Responsibilities

- Provide accurate business information and timely access (e.g., phone forwarding, calendar access) needed to deliver the Services.
- Maintain your own accounts with third-party platforms where required, and comply with their terms.
- **Comply with all laws applicable to your use of the Services**, including the Telephone Consumer Protection Act (TCPA), Do-Not-Call rules, CAN-SPAM, state call-recording and AI-disclosure laws, and obtain any consents required from your End Users (see Sections 7 and 8 and our AI Disclosure & Call-Recording Policy).
- Keep your credentials secure and promptly notify us of any unauthorized use.

7. Acceptable Use

Your use of the Services is also governed by our [Acceptable Use Policy](#), which is incorporated by reference. You may not use the Services for unlawful, deceptive, harassing, or infringing purposes, to send unlawful robocalls or messages, to violate any person's privacy or consent rights, or to circumvent, reverse engineer, or resell the Services without our written authorization. We may suspend or terminate Services for violations.

8. AI & Communications Disclosures

Our Services use artificial intelligence, including automated voice agents that may answer, place, or record calls and send messages on your behalf. AI systems can make mistakes and may produce inaccurate or incomplete output; the Services are a business tool and do not provide legal, financial, medical, or other professional advice, and are not for emergency use. You are responsible for human oversight of outputs and for ensuring lawful disclosure to and consent from your End Users. Additional terms are in our [AI Disclosure & Call-Recording Policy](#).

9. Third-Party Services

The Services rely on third-party platforms, which may include ElevenLabs, Google, Twilio, n8n, and Stripe. We are not responsible for the acts, omissions, availability, or outages of third parties, and your use of their services may be subject to their own terms. We are not liable for missed calls, messages, or bookings caused by carrier, forwarding, or third-party failures outside our reasonable control.

10. Intellectual Property

IMCG retains all rights, title, and interest in the Services, including our software configurations, prompts, workflows, templates, methods, and brand (the "IMCG IP"). We grant you a limited, non-exclusive, non-transferable, revocable license to use the Services during your paid term for your internal business purposes. You retain ownership of your Client Data. You grant us a license to use Client Data as needed to provide, maintain, and improve the Services, subject to our [Privacy Policy](#). You may not copy, modify, or create derivative works of the IMCG IP.

11. Privacy & Data

Our collection and use of personal information is described in our [Privacy Policy](#). Where we process personal information about your End Users on your behalf, you act as the controller and we act as the processor/service provider, and you are responsible for providing all required notices and obtaining all required consents.

12. Disclaimers & Limitation of Liability

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IMCG DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT AI OUTPUTS WILL BE ACCURATE OR COMPLETE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IMCG AND ITS MEMBERS, OFFICERS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR BUSINESS, ARISING OUT OF OR RELATED TO THE SERVICES. IMCG'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE AMOUNTS YOU PAID TO IMCG FOR THE SERVICES IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Indemnification. You will defend, indemnify, and hold harmless IMCG from and against any claims, damages, and expenses (including reasonable attorneys' fees) arising from your use of the Services, your Client Data, or your violation of these Terms or applicable law (including TCPA, DNC, CAN-SPAM, and consent/recording laws).

13. Dispute Resolution — Arbitration & Class Waiver

Governing law. These Terms are governed by the laws of the State of Georgia, without regard to its conflict-of-laws rules.

Binding arbitration. Any dispute, claim, or controversy arising out of or relating to these Terms or the Services will be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration will take place in or near Gwinnett County, Georgia, or by videoconference, before a single arbitrator. Judgment on the award may be entered in any court of competent jurisdiction.

CLASS-ACTION WAIVER. DISPUTES WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

Either party may bring an individual claim in small-claims court, or seek injunctive relief for intellectual-property or confidentiality violations in a court located in Georgia. You may opt out of arbitration by written notice to us within 30 days of first accepting these Terms.

14. Term & Termination

These Terms apply while you use the Site or Services. Either party may terminate a paid engagement as described in the Refund & Cancellation Policy. We may suspend or terminate access immediately for breach of these Terms, non-payment, or unlawful use. Upon termination, your license to use the Services ends; Sections that by their nature should survive (including 10, 12, 13, and 15) will survive.

15. General

- **Changes.** We may update these Terms; material changes will be posted with a new effective date and, where appropriate, communicated to active clients. Continued use after changes means acceptance.
- **Force majeure.** Neither party is liable for delays or failures caused by events beyond its reasonable control.
- **Entire agreement; severability; waiver.** These Terms plus any Order are the entire agreement. If any provision is unenforceable, the rest remain in effect. Failure to enforce a provision is not a waiver.
- **Assignment.** You may not assign these Terms without our consent; we may assign in connection with a merger, acquisition, or sale of assets.
- **Notices.** Legal notices to IMCG may be sent to the contact below.

16. Contact

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