

# **Terms and Conditions for Virtual Advisory Sessions**

#### 1. Introduction

These terms and conditions ("Terms") govern the use of the virtual advisory services ("Services") provided by Evolvsys, LLC ("we," "us," "our") to clients ("you," "your," "client"). By booking and participating in our Services, you agree to be bound by these Terms.

#### 2. Services

- 2.1. The Services provided include, but are not limited to, advisory sessions conducted via video conferencing, phone calls, or other virtual communication methods as agreed upon.
- 2.2. The scope, duration, and objectives of each session will be agreed upon in advance via our Client Advisory Needs Assessment form.
- 2.3. We reserve the right to modify the Services at any time, provided that such changes are communicated to you 5 business days in advance.

### 3. Booking and Payment

- 3.1. All sessions must be booked in advance through our scheduling platform or invoicing link.
- 3.2. Payments must be made in full prior to the session.
- 3.3. We accept payments via all major credit and debit cards.
- 3.4. Cancellations or rescheduling requests must be made at least 15 business days in advance. Failure to do so will result in a \$100 cancellation and/or a \$75.00 rescheduling fee.

## 4. Confidentiality

- 4.1. We are committed to maintaining the confidentiality of all information shared during the sessions.
- 4.2. Any personal or business information disclosed will be treated as confidential and will not be shared with third parties without your explicit consent, except where required by law.
- 4.3 You agree that you are not disclosing any information that is protected under a confidentiality agreement from an employer, client, or any other organization and that you are fully liable for any legal fees, etc. resulting from a breech of disclosed confidential information.
- 4.4 You agree to keep confidential advisory recommendations disclosed to you as a customer of our advisory services.

#### 5. Client Responsibilities

- 5.1. You agree to provide accurate and complete information as needed for the effective delivery of the Services.
- 5.2. You are responsible for ensuring that you have the necessary technology and internet connection to participate in the sessions.
- 5.3. You agree to engage in the sessions in a professional manner and to show up on time for your

scheduled advisory session.

- 5.4 You must show your face on camera during each advisory session and no other participants are allowed in the advisory session under no circumstances unless approved and specified in writing by Evolvsys via email.
- 5.5 Should you be late to your appointment, you will only have the scheduled time remaining for your advisory session (i.e., if you show up 15 minutes late for a pre-scheduled advisory session, you will still only have 45 minutes remaining of your 60 minute session), and you will still be responsible for the full hourly advisory fee.
- 5.6 Should you be more than 15 minutes late for an advisory session, it will be treated as a cancellation and you will still be responsible for the full payment of the hourly advisory session.

#### 6. Limitation of Liability

- 6.1. While we strive to provide high-quality advisory services, you are using the services at your own discretion, and we make no guarantees regarding the outcomes of the sessions.
- 6.2. Our liability is limited to the amount paid for the Services. We are not liable for any indirect, incidental, or consequential damages arising from the use of our Services.

## 7. Intellectual Property

- 7.1. Any materials or resources provided during the sessions are for your personal use only and remain the intellectual property of Evolvsys, LLC.
- 7.2. You may not reproduce, record, distribute, upload via artificial intelligence (i.e., ChatGPT) or commercially exploit any advisory meeting sessions nor materials without our prior written consent from Evolvsys, LLC.

## 8. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Texas. Any disputes arising from or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Texas.

#### 9. Amendments

We reserve the right to amend these Terms at any time. Any changes will be communicated to you, and continued use of the Services after such changes will constitute your acceptance of the new Terms.

#### 10. Contact Information

For any questions or concerns regarding these Terms or the Services, please e-mail us at gethelp@evolvsysllc.com. You will receive a response within 24 to 48 business hours.