groflo

General Terms

VERSION 1.0 · EFFECTIVE AUGUST 11, 2026

These General Terms govern services provided by **Garett McDonald, LLC**, doing business as **Groflo**, to the client identified in an Order.

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0. How these terms apply

0.1 Incorporation. These General Terms apply when an executed proposal, statement of work, services agreement, order form, or written approval (each, an "Order") references them. Together, the Order and these General Terms form the "Agreement."

0.2 Order of precedence. Where an Order conflicts with these General Terms, the Order controls, but only as to the conflicting provision and only for that engagement.

0.3 Versioning. Each Order incorporates the version of these General Terms identified in that Order, or if no version is identified, the version published at groflo.ai/terms as of the Order's effective date. That version continues to govern the engagement for its duration. See Section 17.

0.4 Acceptance. Signing an Order, approving an Order in writing (including by email), or paying an invoice issued under an Order constitutes acceptance of these General Terms.

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1. Definitions

"Deliverables" means work product created by Provider specifically for Client under an Order, including documentation, playbooks, sequences, campaigns, workflows, dashboards, and configurations.

"Provider Materials" means frameworks, templates, methodologies, prompts, scripts, tooling configurations, know-how, and other materials that Provider owned or developed before the engagement, or develops independently of it, including improvements to any of them.

"Client Materials" means content, copy, lists, audiences, offers, brand assets, recipient data, product information, credentials, and other materials Client provides or approves.

"Client Accounts" means third-party platform accounts held in Client's name, including CRM, sales engagement, enrichment, advertising, domain, and email accounts.

2. Services and scope

2.1 Services. Provider will perform the services described in the Order in a professional and workmanlike manner consistent with industry standards.

2.2 Scope is what the Order says. Services are limited to what the Order describes. Where an Order lists exclusions, those exclusions are binding regardless of what related services Provider may perform for other clients or discuss with Client.

2.3 Changes. Either party may request a change to scope. Changes take effect only when agreed in writing (email is sufficient) and may adjust fees, timelines, or both. Provider is not obligated to perform work outside the Order.

2.4 Method of performance. Provider determines the means, methods, tools, sequence, and schedule of performance, subject to the outcomes described in the Order.

3. Client responsibilities

3.1 Dependencies. Client will provide, promptly and throughout the engagement: access and administrative credentials to Client Accounts; Client Materials; timely review and approval of work submitted for approval; a designated decision-maker authorized to give approvals; and any subscriptions, licenses, budgets, or third-party services the Order contemplates.

3.2 Effect of delay. Provider's obligations, timelines, and milestones are conditioned on Client meeting Section 3.1. Where Client-side delay, missing access, withheld approvals, or changes in scope prevent or postpone performance, the affected timelines extend accordingly, and the delay does not reduce fees, extend the term at no charge, or entitle Client to any refund or credit.

3.3 Accuracy. Client is responsible for the accuracy, completeness, and lawfulness of Client Materials, and for the truthfulness of claims made about Client's products and services.

3.4 Approvals are Client's. Anything Client approves in writing, including by email, is deemed Client-approved for deployment.

4. Fees and payment

4.1 Fees. Fees are stated in the Order and billed monthly in advance unless the Order says otherwise. Invoices are issued on the first of each month; the first invoice is payable on execution of the Order.

4.2 Payment terms. Net 15 unless the Order says otherwise. Payment by ACH direct debit is preferred and carries no surcharge; credit card payments carry a 3% processing surcharge.

4.3 Late payment. Invoices more than fifteen (15) days past due accrue a late fee of 1.5% per month, or the maximum permitted by law, whichever is less. Provider may suspend services on invoices more than thirty (30) days past due, without liability, and is not required to resume until all outstanding amounts are paid.

4.4 Non-refundable. Fees are non-refundable once the applicable service period has begun. Fees are payable in full regardless of Client's utilization of the services.

4.5 Disputes and chargebacks. Client will raise any invoice dispute in writing within ten (10) days of the invoice date, and will pay all undisputed amounts when due. Client will not initiate a chargeback or payment reversal for amounts owed under the Agreement without first exhausting Section 16.1.

4.6 Collection. Client will reimburse Provider's reasonable costs of collecting past-due amounts, including collection agency fees and attorneys' fees.

4.7 Taxes. Fees are exclusive of taxes. Client is responsible for all sales, use, and similar taxes, excluding taxes on Provider's income.

4.8 Rate changes. Provider may adjust rates for any renewal term on thirty (30) days' written notice before the renewal date. Rates for an initial term do not change during that term.

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5. Third-party platforms, tooling, and ad spend

5.1 Separate from fees. Software subscriptions, data credits, domains, mailboxes, and advertising spend are not included in Provider's fees. Client pays these directly or reimburses them at cost. Provider does not mark up or take commission on tooling or ad spend.

5.2 Client owns the accounts. Client Accounts are held in Client's name, and Client approves and owns them. Provider will recommend tools and budgets; Client is responsible for its own subscriptions, licenses, terms of service, and spend.

5.3 No control over platforms. Provider does not control third-party platforms and is not responsible for their availability, pricing, policies, API behavior, data accuracy, feature changes, deprecations, enforcement actions, or account suspensions or terminations. This includes CRM, sales engagement, enrichment, advertising, domain, mailbox, and deliverability providers.

5.4 No deliverability guarantee. Email deliverability depends on factors outside Provider's control, including mailbox provider algorithms, domain and IP reputation, recipient behavior, blocklist operators, and the content and lists Client provides or approves. Provider will apply industry-standard practices but does not guarantee inbox placement, sending volume, domain reputation, or freedom from blocklisting.

6. Term and termination

6.1 Term. The Order states the initial term and any renewal terms.

6.2 Initial term commitment. The initial term is a firm commitment. Client may not terminate for convenience during the initial term, and fees for the initial term remain payable. This does not limit Client's rights under Section 6.4.

6.3 Termination for convenience after the initial term. After the initial term, either party may terminate or decline to renew on thirty (30) days' written notice prior to the end of the then-current term. Termination takes effect at the end of that term.

6.4 Termination for cause. Either party may terminate immediately for material breach if the breaching party fails to cure within fifteen (15) days of written notice.

6.5 Suspension. Provider may suspend services immediately, without liability, if Client's payment is past due under Section 4.3, if Client's use of the services creates a legal or reputational risk to Provider, or if Client fails to meet Section 3.1 to a degree that prevents performance.

6.6 Effects of termination. On termination or expiration, Provider will (a) cease work as of the termination date, (b) deliver Deliverables completed through that date, (c) transfer to Client or Client's designee ownership of sending domains, workspaces, and similar tooling assets purchased for or attributable to Client, (d) provide credentials, configurations, and access necessary for Client to operate the Deliverables independently, and (e) on Client's written request, delete remaining copies of Client Confidential Information from Provider's systems, except as required by law or retained in routine archival backup. Client will pay all fees through the termination date. Provider's obligations under this Section 6.6 are conditioned on Client's payment in full.

6.7 Transition support. Transition support beyond the deliverables in Section 6.6 is available at Provider's then-current rates under a separate Order.

7. Intellectual property

7.1 Deliverables. On payment in full, Provider assigns to Client all right, title, and interest in the Deliverables. Until payment in full, Provider retains all rights in the Deliverables, and Client's use of them is not licensed.

7.2 Provider Materials. Provider retains all right, title, and interest in Provider Materials. Provider grants Client a non-exclusive, non-transferable, perpetual license to use Provider Materials solely as embedded in the Deliverables and solely for Client's internal business purposes. Client will not resell, sublicense, or distribute Provider Materials on a standalone basis.

7.3 Residual knowledge. Provider may use the general skills, knowledge, techniques, and experience gained in performing the services, provided Provider does not use or disclose Client Confidential Information.

7.4 Feedback. Provider may freely use suggestions, feedback, and recommendations Client provides about Provider's services or methods, without restriction or obligation.

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8. Confidentiality

8.1 Obligation. Each party will protect the other's Confidential Information with the same care it uses for its own, and no less than reasonable care, and will use it only to perform the Agreement.

8.2 Confidential Information means business strategies, customer and contact data, financial information, product roadmap, proprietary methods, pricing, and any materials marked or reasonably understood to be confidential. Provider's pricing, proposals, frameworks, and methodologies are Provider's Confidential Information.

8.3 Exclusions. Confidential Information does not include information that is or becomes public through no fault of the receiving party, was known to the receiving party without obligation before disclosure, is independently developed without use of the disclosing party's information, or is rightfully received from a third party without restriction.

8.4 Compelled disclosure. A party may disclose Confidential Information as required by law, provided it gives reasonable advance notice where legally permitted.

8.5 Duration. These obligations survive for two (2) years after termination or expiration.

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9. Data, compliance, and outbound communications

9.1 Provider's compliance. Provider will use commercially reasonable efforts to perform its services in compliance with applicable law, including the CAN-SPAM Act, CASL, the GDPR where applicable, and the CCPA/CPRA. Provider will configure outbound infrastructure it builds for Client to honor opt-out, suppression, and unsubscribe requests processed through that infrastructure within the timeframes those laws require.

9.2 Client is the sender. Client is the sender of record for communications sent on its behalf and under its domains. Client is responsible for the lawfulness of its outbound program, including the accuracy, lawful sourcing, consent status, and suppression history of recipient lists, audiences, and contact data that Client provides or approves, and for the content of offers and claims.

9.3 Boundary of Provider's obligation. Provider's obligations under Section 9.1 do not extend to the accuracy, lawful sourcing, consent status, or suppression history of Client Materials, or to communications Client sends outside the infrastructure Provider builds and manages.

9.4 Client domains. Provider will not represent itself as Client or send from Client's primary corporate domain without Client's prior written approval.

9.5 Personal data. Where Provider processes personal data on Client's behalf, Provider acts as processor and Client as controller. Client warrants it has a lawful basis for the data it provides and for the processing it instructs.

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10. Warranties and disclaimers

10.1 Provider warranty. Provider warrants it will perform the services in a professional and workmanlike manner consistent with industry standards.

10.2 No outcome guarantee. Provider does not guarantee any specific result, including lead volume, list size, open, reply, or conversion rates, inbox placement or deliverability, meetings booked, registrations, pipeline generated, revenue, return on investment, or the performance of any campaign, channel, sequence, or audience. Milestones, timelines, projections, and success pictures described in an Order or in any proposal are good-faith estimates of intended progress, not warranties, commitments, or guarantees of outcome.

10.3 Disclaimer. Except as stated in Section 10.1, the services and Deliverables are provided "as is," and Provider disclaims all other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranty arising from course of dealing or usage of trade.

10.4 No legal or professional advice. Provider does not provide legal, tax, accounting, or regulatory advice. Client is responsible for obtaining its own advice, including on the compliance of its outbound program.

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11. Limitation of liability

11.1 Exclusion of indirect damages. Neither party is liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, lost data, lost business opportunity, or loss of goodwill, regardless of the theory of liability and even if advised of the possibility.

11.2 Cap. Provider's total aggregate liability arising out of or relating to the Agreement, including under Section 12, will not exceed the fees paid by Client to Provider in the one (1) month immediately preceding the event giving rise to the claim.

11.3 Carve-outs. Sections 11.1 and 11.2 do not apply to Provider's breach of Section 8, or to Provider's fraud or willful misconduct.

11.4 Client payment obligations. Nothing in this Section limits Client's obligation to pay fees due under the Agreement.

11.5 Allocation of risk. The parties agree these limitations are an essential basis of the bargain and reflect the fees charged.

11.6 Claims period. Any claim arising out of the Agreement must be brought within one (1) year after the claim accrues, or it is permanently barred, except for claims for non-payment.

12. Indemnification

12.1 Mutual. Each party (the "Indemnifying Party") will defend, indemnify, and hold harmless the other party and its officers, directors, employees, and affiliates from third-party claims, and pay damages, settlements, fines, or reasonable attorneys' fees finally awarded against or agreed to by the Indemnifying Party, to the extent arising out of the Indemnifying Party's (a) breach of the Agreement, (b) gross negligence, willful misconduct, or fraud, (c) infringement of a third party's intellectual property rights, or (d) violation of applicable law, including the CAN-SPAM Act, CASL, GDPR, or CCPA/CPRA.

12.2 Client Materials carve-out. Provider has no indemnification obligation under Sections 12.1(c) or 12.1(d) for any claim to the extent arising from Client Materials, or from anything Client approved in writing prior to deployment.

12.3 Client's additional indemnity. Client will additionally defend and indemnify Provider against third-party claims arising from Client's products or services, Client's outbound program, the lawfulness of Client's recipient data, or Client's use of the Deliverables after termination.

12.4 Cap. Provider's aggregate indemnification obligations are subject to Section 11.2.

12.5 Procedure. The party seeking indemnification will promptly notify the Indemnifying Party, allow it to control the defense and settlement, and reasonably cooperate at the Indemnifying Party's expense. No settlement imposing an obligation, payment, or admission of liability on the indemnified party will be made without that party's prior written consent, not to be unreasonably withheld.

13. Publicity

13.1 Portfolio rights. Provider may identify Client as a client, use Client's name and logo in Provider's marketing materials and website, and describe the engagement and its results in general terms.

13.2 Confidentiality preserved. Provider will not disclose Client Confidential Information under Section 13.1, and will not publish Client's proprietary product information or competitive positioning without Client's prior written approval.

13.3 Opt-out. Client may withdraw the permission in Section 13.1 at any time on written notice, effective prospectively.

14. Non-solicitation

During the term and for twelve (12) months after termination, Client will not directly or indirectly solicit for employment or engagement any employee, contractor, or subcontractor of Provider who performed services under the Agreement, without Provider's prior written consent. A general public job posting not targeted at such persons is not a breach.

15. General provisions

15.1 Independent contractor. Provider is an independent contractor. Nothing in the Agreement creates an employment, partnership, joint venture, or agency relationship. Provider is responsible for its own taxes, insurance, and benefits, and determines its own hours and working arrangements.

15.2 Non-exclusivity. Provider may perform services for other clients, including clients in Client's industry, subject to Section 8.

15.3 Subcontracting. Provider may engage subcontractors, provided they are bound in writing by confidentiality, data protection, and intellectual property obligations no less protective than these. Provider remains responsible for their acts and omissions, subject to Section 11.2.

15.4 Assignment. Neither party may assign the Agreement without the other's prior written consent, except that either party may assign to a successor in a merger, acquisition, or sale of substantially all assets on written notice.

15.5 Notices. Notices must be in writing and are deemed given when delivered by email with confirmation of receipt to the addresses on file, on written acknowledgment of receipt, or three (3) business days after deposit in certified U.S. mail, return receipt requested. Either party may update its notice address in writing.

15.6 Force majeure. Neither party is liable for failure or delay caused by events beyond its reasonable control, including acts of God, natural disaster, war, terrorism, civil unrest, labor disputes, epidemic, government action, utility or internet failure, or third-party platform outage. This does not excuse Client's payment obligations.

15.7 Severability. If a provision is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions stay in effect.

15.8 Waiver. No failure or delay in exercising a right waives it. A waiver is effective only in writing and only for the instance given.

15.9 Entire agreement. The Order and these General Terms are the entire agreement between the parties and supersede all prior negotiations, proposals, and representations. Client's purchase order terms, vendor portal terms, and similar pre-printed terms have no effect, even if acknowledged or signed.

15.10 Amendments. Amendments to an Order must be in writing and signed or confirmed by email by both parties.

15.11 Electronic signatures. The Agreement may be executed electronically, and electronic signatures have the same effect as handwritten signatures.

15.12 Counterparts. The Agreement may be executed in counterparts, each an original.

15.13 Survival. Sections 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 survive termination or expiration.

16. Governing law and disputes

16.1 Informal resolution first. Before filing any claim, the parties will attempt in good faith to resolve the dispute through discussion between senior representatives for thirty (30) days after written notice of the dispute.

16.2 Governing law. The Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles.

16.3 Arbitration. Any dispute not resolved under Section 16.1 will be settled by binding arbitration before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association, seated in [COUNTY] County, Florida. Judgment on the award may be entered in any court of competent jurisdiction.

16.4 Exceptions. Either party may seek injunctive relief in court to protect Confidential Information or intellectual property, and either party may bring a claim in small claims court where jurisdiction allows.

16.5 Jury trial waiver. To the extent any dispute proceeds in court, each party waives its right to a jury trial.

16.6 No class actions. Disputes will be brought only in an individual capacity, not as a class, consolidated, or representative action.

16.7 Prevailing party. The prevailing party in any arbitration or litigation is entitled to recover reasonable attorneys' fees and costs.

17. Changes to these terms

Provider may publish revised General Terms at any time. Revisions apply only to Orders executed on or after the revision's effective date, and to renewal terms beginning at least thirty (30) days after Provider gives Client written notice of the revision. Revisions never apply retroactively to an active initial term. Prior versions remain available at their versioned URLs.

18. Contact

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