JMI AGENCY

Jayden Malone Integrated, LLC

Terms & Conditions

Including SMS Terms of Service and AI-Assisted Service Disclosures

Last Updated: November 12, 2026 | jmiagencyllc.com

1. Acceptance of Terms

By accessing or using jmiagencyllc.com (the “Website”), submitting an intake form, booking a consultation, signing a Client Service Agreement, 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, product, or engagement path is used. Where Client has signed a Client Service Agreement, that agreement states the specific scope, price, payment schedule, and monthly fee for Client's engagement, and these Terms govern everything else.

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

- **Build fees.** The one-time fee for a build is due in full at checkout or at signing, unless Client and JMI Agency agree in writing to a payment plan under Section 2.2.
- **Custom engagements.** Builds scoped beyond JMI Agency's standard service levels are priced per Client. The build total, any payment plan, and the monthly fee are written into Client's Client Service Agreement, and Client is invoiced for them when the agreement is signed.
- Setup fees for Industry Snapshots (Section 2.9) are due in full at checkout. Add-On Services (Section 2.10) are due in full when purchased.
- **Payment methods.** Payments are made by card or, where offered, by bank transfer (ACH). Installments and monthly charges are billed automatically to the payment method on file.
- All payments are processed through third-party payment processors. JMI Agency does not store full payment card details on its own servers.

2.2 Payment Plans

Where JMI Agency agrees in writing, a build fee may be paid in two (2) or three (3) scheduled installments. A payment plan is a commitment to pay the full build fee, not a subscription:

- The full build fee is owed once the Client Service Agreement is signed. Choosing a payment plan only spreads out when it is paid.
- Each installment is charged automatically to the payment method on file on the date stated in Client's agreement.
- If an installment fails or is missed, work on the build pauses until the payment clears. Timelines in Section 2.7 are extended by the length of any pause.
- The system goes live after the final installment is paid.
- Cancelling or pausing an engagement does not cancel the remaining installments. Any unpaid balance remains due, consistent with Section 2.3.

2.3 All Sales Final — No Refunds

All sales are final. Because every build is a custom engagement and JMI Agency reserves time and begins planning, configuration, and build work for Client upon payment, no refunds are issued once payment is made. This applies to all one-time build fees and installments, Industry Snapshot setup fees, Add-On Services, and every monthly charge described in Sections 2.4 and 2.9, including any charge already billed for the current month.

This policy applies except where a refund is required by applicable law. Nothing in this Section limits any non-waivable right available to Client under Illinois law, as described in Section 11.

2.4 Monthly Recurring Charges

Systems hosted on the platform provided through JMI Agency carry recurring monthly charges (each a “Monthly Fee”), billed automatically through our designated payment processor. Which Monthly Fees apply, what each one covers, and their amounts depend on the scope of Client's engagement, and are stated at checkout or in Client's Client Service Agreement before Client pays. A Monthly Fee may cover continued access to the system, maintenance and support of the original build, and a monthly amount of phone, text, and email usage as described in Section 2.11. Where more than one Monthly Fee applies, each is billed as a separate charge. Each Monthly Fee carries a 4-month minimum commitment beginning on the date it is first billed. For builds, the Monthly Fee that provides system access begins billing 14 days after the first build payment, including while the build is in progress, and then bills monthly from that date.

2.5 Cancelling Monthly Charges

- Each Monthly Fee may be cancelled separately by providing 30 days written notice to JMI Agency.
- Notice given during month 3 of a Monthly Fee’s initial term takes effect at the end of month 4.
- After the initial 4-month term, a Monthly Fee may be cancelled at any time with 30 days written notice.
- Cancelling a Monthly Fee that covers only maintenance or support does not affect Client’s system access.
- Cancelling the Monthly Fee that provides system access ends Client’s access to the system, subject to Section 7, and automatically cancels any other Monthly Fee tied to that system.
- No partial-month refunds are issued, consistent with Section 2.3.

2.6 Scope of Work

The specific deliverables, timeline, and price for any engagement are determined from the intake process and the Fit Call, and confirmed in Client's proposal and Client Service Agreement before work begins. 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.

- **Websites.** Where a new website is included in a build, it is limited to the pages stated in Client's proposal (up to five pages unless otherwise agreed in writing). Where Client already has a website, it is kept and connected to the system rather than rebuilt.

2.7 Project Timelines

Estimated build timelines (typically 3 to 5 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, the availability of necessary access or assets from the Client, and any pause under Section 2.2. JMI Agency is not liable for delays caused by Client's failure to provide timely information, approvals, payment, or access required to complete the build.

2.8 Post-Launch Support Window

Following project completion, Client has a 14-day post-launch support window during which they may contact JMI Agency to request minor adjustments at no additional charge. This window covers issues directly related to the delivered build and corrections within the original agreed scope of the project only — it does not include new features, additional automations, or deliverables not discussed during the initial scoping process. After the 14-day window, ongoing support and fixes to the original build are available where Client's Monthly Fee includes maintenance, as stated in Client's Client Service Agreement. During and after this period, Client has direct access to log in and operate inside the platform independently.

2.9 Industry Snapshots

An Industry Snapshot is a pre-built, standardized system designed for a specific industry and installed into Client’s account by JMI Agency. Snapshots are sold separately from custom builds and are subject to the following terms:

- **Pricing.** Each Snapshot carries a one-time setup fee and a recurring monthly Snapshot fee, as stated at checkout and in the applicable Snapshot Agreement. The monthly Snapshot fee includes access to the platform; no other Monthly Fee is charged for platform access while a Snapshot is active.
- **Standardized scope.** Every Snapshot is the same template for every client in that industry. Scope is limited to what is listed in the Snapshot Agreement. Custom work, additional pieces, or changes beyond that scope are not included and require a separate engagement.
- **Minimum commitment and cancellation.** The monthly Snapshot fee carries a 4-month minimum commitment and follows the same notice and cancellation rules described in Section 2.5. Cancelling the Snapshot fee ends Client’s access to the system, subject to the data export window in Section 7.
- **Installation requirements.** Installation depends on Client providing the information and access requested at onboarding, which may include business registration details required by mobile carriers for business texting, call-forwarding setup with Client’s phone carrier, and Client’s review and business profile links. Carrier approval times are outside JMI Agency’s control.
- **Upgrading to a build.** If Client purchases a build, the monthly Snapshot fee ends and the build's Monthly Fee described in Section 2.4 begins. The Snapshot setup fee is not credited toward the build. Any months remaining in the Snapshot’s minimum commitment are satisfied by the build's Monthly Fee.
- **Support.** Snapshots include recorded video walkthroughs. Ongoing maintenance of the system is not included in the Snapshot fee.

2.10 Add-On Services

JMI Agency may offer optional Add-On Services at a fixed price, such as connecting Client’s system to third-party business software Client already uses. Add-On Services are listed in Client’s proposal and Client Service Agreement and are subject to the following terms:

- Add-On Services are one-time charges and are subject to Section 2.3.

- Any third-party subscriptions an Add-On requires (for example, an automation connector account or a specific plan level of Client’s business software) are Client’s responsibility and are paid directly by Client.
- Once delivered, an Add-On becomes part of Client’s original build. Fixes are covered by the 14-day post-launch support window and, after that, where Client's Monthly Fee includes maintenance. Otherwise, fixes after the 14-day window are treated as new scope.
- If Client changes the third-party software an Add-On connects to, the new connection is a new Add-On purchase, not a fix.
- JMI Agency is not liable for disruptions caused by changes a third-party software provider makes to its features, integrations, or access.

2.11 Phone, Text & Email Usage

Systems built or installed by JMI Agency use phone calls, text messages, and email sends that are billed per minute or per message by the underlying carriers and providers. Carriers also charge fees to register a business for texting.

- Each monthly charge that provides system access includes a monthly amount of phone, text, and email usage, including ongoing carrier and texting-registration fees. The included amount is stated at checkout or in Client's Client Service Agreement.
- The one-time texting registration fee charged by the carriers is billed to Client at cost, for Industry Snapshots, builds, and custom engagements.
- Usage above the included amount in a given month is billed to Client at cost, on the next billing cycle, to the payment method on file.
- Usage volume depends on how Client uses the system. Routing all business calls through a system phone number, or sending large text or email campaigns, will increase usage.
- One-time campaigns that are included as a deliverable of a purchased build are covered by that build’s fee and do not count toward the monthly allowance.

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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, including the final installment of any payment plan, 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. Where the system is hosted on the platform provided through JMI Agency, Client’s ability to operate the system depends on an active Monthly Fee as described in Section 2.4, or an active Snapshot fee as described in Section 2.9. Client may not:

- Republish, resell, sublicense, or redistribute JMI Agency's proprietary frameworks, templates, or system architecture to any third party, including other businesses in Client's industry
- 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.

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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 level, 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
- JMI Agency does not use AI tools to conduct unauthorized web scraping, data harvesting, or automated extraction of content from third-party websites, platforms, or systems; content generated with AI assistance is drafted originally and is not sourced by scraping competitor or third-party materials

4.1 AI in JMI Agency's Own Communications

JMI Agency may use AI tools to communicate with prospects and clients, including AI-assisted chat or messaging, an AI voice agent that answers inbound calls and collects intake information, and walkthrough videos narrated with an AI-generated voice of JMI Agency's founder, created with his consent. When you interact with an AI agent operated by JMI Agency, it will identify itself as an automated assistant, and you may ask to be contacted by a person instead. Decisions about scope, pricing, and your engagement are always made by a person.

4.2 AI Features Built Into Client Systems

Where a system built or installed by JMI Agency includes AI features that communicate with Client's own customers (for example, AI chat, AI-drafted replies, or an AI voice agent), those communications are made on behalf of Client's business. Client is responsible for:

- Clearly disclosing to its customers when they are interacting with an AI system rather than a person, where required by law or where a reasonable person could be misled
- Obtaining any consent required before calls are recorded or transcribed, as described in Section 11.7
- Obtaining prior express consent before any outbound call that uses an AI-generated or artificial voice. The Federal Communications Commission treats AI-generated voices as “artificial” voices under the Telephone Consumer Protection Act. JMI Agency does not configure outbound AI voice calls unless Client confirms in writing that the required consent has been obtained
- Reviewing AI-generated content before relying on it. AI output can be inaccurate, and JMI Agency is not liable for decisions made, or messages sent, based on AI output that Client did not review

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.

5.4 Client Text Messaging Compliance

Where a system built or installed by JMI Agency sends text messages to Client’s own customers and leads, those messages are sent on behalf of Client’s business. Accordingly:

- JMI Agency configures opt-in consent language on forms it builds, opt-out (STOP) handling, and the carrier registration required for business texting, based on information provided by Client
- Client authorizes JMI Agency to submit Client’s business information (such as legal business name, EIN, business address, website, privacy policy link, and sample messages) to mobile carriers and the industry registry they use, solely to register Client’s business for texting
- Client is responsible for the accuracy of the business information submitted for carrier registration, for maintaining a privacy policy on Client’s website that covers text messaging, and for only messaging contacts who have provided consent or initiated contact with Client’s business
- Client is responsible for complying with the Telephone Consumer Protection Act (TCPA) and other laws that apply to Client’s messaging, including messages Client sends manually from the system
- JMI Agency is not liable for carrier filtering, registration rejections, number suspensions, fines, or claims arising from Client’s messaging practices or contact lists

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
- JMI Agency does not use unauthorized web scraping, data harvesting, or automated extraction tools to collect information from third-party websites, platforms, or systems. All Client Data used in delivering Services is either provided directly by Client or accessed through authorized, permission-based integrations (such as advertising or CRM access expressly granted by Client)
- 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
- **Data export on cancellation:** Client may request an export of their contact data within 30 days of cancelling the Monthly Fee that provides system access, or the Snapshot fee. After this 30-day period, JMI Agency is not obligated to retain or provide Client Data held within the platform
- 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

7.1 Client-Owned Accounts

Some Clients hold their system account directly with the platform provider instead of through JMI Agency, for example where their industry has specific data requirements. For these Clients:

- JMI Agency works inside Client's account as an authorized user, with the access Client grants. Client controls that access and may change or remove it at any time
- Client pays the platform provider directly for the account. JMI Agency's fees for the build and any Monthly Fee are stated in Client's Client Service Agreement
- Client keeps its account, system, and data if the engagement ends. Client should remove JMI Agency's access when the engagement ends, and the data export window above does not apply
- The license in Section 3 still applies to JMI Agency's frameworks, templates, and methodology used in Client's account

7.2 Health Information (HIPAA)

JMI Agency does not offer HIPAA-compliant hosting. Clients that are covered entities under the Health Insurance Portability and Accountability Act (HIPAA), or that otherwise handle protected health information, must hold their system in a client-owned account under Section 7.1 and are responsible for:

- Confirming their account and plan with the platform provider are eligible and configured for HIPAA, including any business associate agreement the provider requires
- Deciding what health information is collected in the system and how it is used
- Not sending protected health information to JMI Agency by email, text, or any channel outside Client's account

Before JMI Agency accesses an account that holds protected health information, Client and JMI Agency will sign a Business Associate Agreement (BAA). JMI Agency will access protected health information only as needed to build and support Client's system, and only as permitted by that agreement.

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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; (e) Client's text messaging practices as described in Section 5.4; (f) Client's handling of health information as described in Section 7.2; or (g) Client's violation of these Terms.

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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, including missed payment plan installments, violation of these Terms, abusive or unethical conduct toward JMI Agency or its team, or use of delivered systems for unlawful purposes.

Client may cancel any Monthly Fee or the Snapshot fee as outlined in Sections 2.5 and 2.9. Cancelling the Monthly Fee that provides system access, or the Snapshot fee, ends Client’s access to the system, subject to the data export window in Section 7. No cancellation entitles Client to a refund of any one-time fee or of

any monthly charge already billed, and no cancellation or termination releases Client from any unpaid balance of a payment plan, consistent with Sections 2.2 and 2.3.

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) 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. Speech-to-text transcription and AI voice agents used in connection with the Services are not used to identify individuals by their voice, and do not create voiceprints. If this changes in the future, these Terms 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.

11.6 Illinois Consumer Privacy Legislation — Pending Status

As of the date of this document, Illinois has not enacted a comprehensive consumer data privacy law comparable to the California Consumer Privacy Act. Proposed legislation, including a bill that would create broader rights to access, correct, delete, and opt out of the sale of personal data (which passed the Illinois Senate in May 2026), remains pending before the Illinois General Assembly. JMI Agency will update these Terms promptly if and when such legislation is enacted and takes effect.

11.7 Call Recording — Illinois Eavesdropping Act

Illinois law (720 ILCS 5/14) generally requires the consent of all parties before a private conversation is recorded. JMI Agency does not record calls with prospects or clients unless the call participants are notified at the start of the call. Where call recording or transcription is enabled in a system built for Client, Client is responsible for configuring a disclosure at the start of each recorded call and for complying with the recording laws of every state its callers are located in.

11.8 Pending AI Disclosure Legislation

Legislation pending before the Illinois General Assembly would require businesses to disclose when consumers are communicating with an AI system rather than a person. JMI Agency already follows this practice for its own AI agents, as described in Section 4.1, and will update these Terms if such legislation is enacted.

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, 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 at jmiagency07@gmail.com or 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.*