

Terms & Conditions

Last updated: July 20, 2025

These Terms & Conditions ("Terms," "Agreement") govern your access to and use of **wayforthsolutions.com** and any related web or mobile applications, dashboards, or services operated by Wayforth Solutions LLC ("Wayforth Solutions," "we," "our," or "us"). By creating an account, clicking "I agree," or otherwise using our software-as-a-service platform and business tools (collectively, the "Services"), **you agree to be bound by these Terms**. If you do not accept them, do not use the Services.

Plain-English promise: We kept the legalese to a minimum, but this document is still a binding contract. Read it, keep a copy, and let us know if anything is unclear.

1. Eligibility & Account Responsibilities

1.1 Business Use. The Services are intended for owners and employees of legitimate businesses at least 18 years old. You represent that the information you provide is accurate and complete.

1.2 Account Security. Keep your login credentials confidential. You're responsible for all activity that occurs under your account, whether authorized or not. Notify us immediately of any unauthorized use.

2. Our Services

2.1 Scope. Wayforth Solutions provides an integrated suite of tools—CRM, booking calendar, payments, automated messaging, and analytics—tailored for service-based small businesses.

2.2 Beta Features. We may label certain features as "Beta" or "Preview." They might break, change, or disappear at any time. Use them at your own risk.

3. Subscriptions, Fees & Payment

3.1 Plans. Access to most features requires a paid subscription. Plan details and pricing are posted on the (Sinclair Suites) Site and may change upon 30 days' notice.

3.2 Billing Cycle. Subscriptions renew automatically at the end of each billing period unless you cancel before renewal.

3.3 Payment Method. You authorize us (or our payment processor) to charge your chosen payment method for all applicable fees, taxes, and key deposits. Failed payments may result in suspension.

3.4 **Refunds.** Except where prohibited by law, payments are non-refundable. That said, if something goes sideways, reach out—our goal is fair, long-term relationships.

4. Your Content & License

4.1 **Your Content.** "Content" means any data, text, images, or files you upload or generate using the Services. You retain all rights to Your Content.

4.2 **License to Us.** You grant Wayforth Solutions a non-exclusive, worldwide, royalty-free license to host, display, and process Your Content solely to provide and improve the Services.

4.3 **Responsibility.** You promise that Your Content and your use of the Services comply with all applicable laws, do not infringe anyone else's rights, and do not contain unlawful, harmful, or obscene material.

5. Acceptable Use

You agree not to:

1. Reverse engineer, decompile, or attempt to discover the source code of the Services.
2. Use automated scripts to scrape or access the Services in a manner that overloads our infrastructure.
3. Upload or transmit malware, spam, or unsolicited communications.
4. Misrepresent your affiliation with another person or entity.
5. Violate any applicable law or regulation.

We reserve the right to suspend or terminate accounts that violate these rules.

6. Intellectual Property

6.1 **Our IP.** All trademarks, logos, software code, and content (except Your Content) are owned by Wayforth Solutions or its licensors and are protected by intellectual-property laws. You receive a limited, revocable license to use them as part of the Services.

6.2 **Feedback.** If you send ideas or suggestions, you grant us the right to use them without compensation or restriction.

7. Third-Party Services & Integrations

The Services integrate with Stripe, PayPal, Square, Google, and other third-party platforms. Your use of those services is governed by their separate terms and policies; we aren't responsible for their actions.

8. Disclaimers; Limitation of Liability

8.1 **Disclaimers.** The Services are provided **“as-is” and “as-available.”** We disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

8.2 **Indirect Damages.** To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages (loss of profits, revenue, data, etc.).

8.3 **Cap on Liability.** Our total liability for any claim arising out of or relating to the Services will not exceed the greater of (a) \ \$500 or (b) the amount you paid us in the 12 months before the event giving rise to the claim.

Some jurisdictions do not allow certain disclaimers—if they’re unenforceable where you are, they apply to the maximum extent allowed.

9. Indemnification

You agree to indemnify and hold harmless Wayforth Solutions, its officers, and employees from any claims, damages, or expenses arising from Your Content, your use of the Services, or your breach of these Terms.

10. Termination

Either party may terminate this Agreement at any time: you by deleting your account or we by providing 30 days’ notice (or immediately for cause). Sections 4–9 and 11–14 survive termination.

11. Governing Law & Venue

These Terms are governed by the laws of the State of Illinois, USA, without regard to conflict-of-laws principles.

12. Dispute Resolution

12.1 **Negotiation & Mediation.** We’ll try to resolve any dispute informally within 30 days. If that fails, we’ll submit the matter to non-binding mediation in DuPage County, IL.

12.2 **Arbitration.** Any controversy **under \ \$50,000** that cannot be settled by mediation shall be resolved by binding arbitration under the rules of the American Arbitration Association (AAA) in DuPage County, IL. Judgment on the award may be entered in any court of competent jurisdiction.

12.3 **Court Carve-Outs.** Either party may seek injunctive relief or file suit to protect intellectual property or collect undisputed amounts owed.

12.4 **Class-Action Waiver.** Disputes must be brought on an individual basis; class or representative actions are not permitted.

13. Modification of Terms

We may revise these Terms by posting an updated version on the Site and indicating the new "Last updated" date. Changes become effective 30 days after posting. Your continued use after that means you accept the revisions.

14. Miscellaneous

- **Entire Agreement.** These Terms plus any Order Form constitute the entire agreement and supersede all prior communications.
 - **Severability.** If a provision is unenforceable, the remainder stays in effect.
 - **Assignment.** You may not assign your rights without our prior written consent; we may assign as part of a merger or sale.
 - **Waiver.** Failure to enforce any provision is not a waiver of future enforcement.
-

15. Contact Us

Questions? Reach out anytime:

Wayforth Solutions LLC \ Attn: Legal Department \ P.O. Box XXX \ Bolingbrook, Illinois 60440, USA \ Email: info@wayforthsolutions.com

Thanks for choosing Wayforth Solutions. Let's build something great together!