

AGENTIVE SYSTEMS LLC

Terms of Service

Effective Date: May 29, 2026

Jurisdiction: State of Florida, United States

Entity: Agentive Systems LLC · Fort Lauderdale, FL

Contact: hello@agentivesystems.com

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("you" or "Client") and Agentive Systems LLC, a Florida limited liability company ("Agentive," "we," "our," or "us"), governing your access to and use of helloagentivesystems.com (the "Site") and any consulting, technology, automation, website development, or related services we provide (collectively, the "Services").

By accessing the Site, submitting an inquiry, booking a call, signing a service agreement, or otherwise engaging with Agentive, you agree to be bound by these Terms. If you do not agree, you may not use the Site or engage our Services.

These Terms apply to all visitors, prospective clients, and active clients. Specific engagements are also governed by a written Service Agreement executed between the parties, which controls in the event of any conflict with these Terms.

2. Services

2.1 Scope

Agentive provides operational consulting, AI adoption planning, workflow automation, webhook and API integration, customer service automation, custom software development, website design and development, and related professional services as described on the Site and in individual Service Agreements.

2.2 Service Agreements

Every formal engagement begins with a written Service Agreement that specifies the scope of work, deliverables, timeline, fees, payment schedule, and any additional terms specific to the engagement. The Service Agreement controls in all matters of scope, payment, and delivery. These Terms govern your general use of the Site and apply to matters not addressed in the Service Agreement.

2.3 Discovery Calls

Discovery calls are complimentary, non-binding consultations to determine whether Agentive's Services are a fit for your needs. Participation in a discovery call does not obligate either party to enter into a Service Agreement. Information shared during a discovery call is treated as confidential.

2.4 No Guarantee of Availability

Agentive reserves the right to decline any engagement at its sole discretion. Submission of an inquiry or completion of a discovery call does not guarantee that Services will be offered or that a Service Agreement will be executed.

3. Fees and Payment

3.1 Pricing

Fees for Services are set forth in the applicable Service Agreement. Prices listed on the Site are provided for reference purposes and represent ranges based on typical scope. Final pricing is confirmed in the Service Agreement following a discovery call.

3.2 Payment Structure

Unless otherwise specified in the Service Agreement:

- Engagements priced under \$10,000: 50% deposit at execution of the Service Agreement, 50% at delivery of the final deliverable
- Engagements priced at \$10,000 or above: milestone-based billing as specified in the Service Agreement
- Monthly retainers: billed monthly in advance on or around the first day of each retainer month

3.3 Late Payment

Invoices not paid within 15 days of the due date are subject to a late fee of 1.5% per month on the outstanding balance, or the maximum rate permitted by Florida law, whichever is lower. Agentive reserves the right to suspend work on any engagement where an invoice is more than 15 days overdue until payment is received.

3.4 Retainer Cancellation

Monthly retainers are cancellable at any time with written notice to hello@agentivesystems.com. Cancellation takes effect at the end of the then-current billing month. Retainer fees already paid are non-refundable. Clients who cancel a retainer that included a bundled discount (such as the Build + Convert Bundle) forfeit the discount permanently upon cancellation.

3.5 Refunds

Deposits and milestone payments are non-refundable except where Agentive fails to deliver the specified deliverable within the agreed timeline, in which case the parties will negotiate an appropriate remedy in good faith. Retainer fees are non-refundable for months already billed.

4. Intellectual Property and Ownership

4.1 Client Ownership of Deliverables

Upon receipt of full payment for an engagement, Agentive assigns to Client all right, title, and interest in and to the custom deliverables created specifically for Client under the Service Agreement, including source code, documentation, designs, automation configurations, and written materials ("Deliverables"). Client owns the Deliverables outright upon full payment.

4.2 Agentive's Background IP

Agentive retains ownership of all pre-existing intellectual property, methodologies, frameworks, tools, libraries, templates, and know-how that Agentive brings to an engagement ("Background IP"). To the extent that Background IP is incorporated into Deliverables, Agentive grants Client a perpetual, non-exclusive, royalty-free license to use such Background IP as incorporated in the Deliverables.

4.3 Site Content

All content on the Site, including text, design, branding, case studies, service descriptions, and the KODA chat interface, is the intellectual property of Agentive Systems LLC and is protected by applicable copyright, trademark, and other intellectual property laws. You may not reproduce, republish, distribute, or commercially exploit any Site content without prior written permission from Agentive.

4.4 Client Content License

Client grants Agentive a limited, non-exclusive license to access and use Client's systems, data, content, and materials solely as necessary to perform the Services. This license terminates upon the conclusion of the engagement or upon Client's written request.

4.5 Case Studies

Agentive may reference the general nature of an engagement and the outcomes achieved in marketing materials, proposals, and case studies. We will not name Client or disclose identifying details without Client's prior written consent. Clients who wish to be named or to participate in a published case study may opt in at any time.

5. Confidentiality

5.1 Mutual Confidentiality

Each party agrees to keep confidential all non-public business information, technical data, financial information, operational processes, and other proprietary information of the other party that is disclosed in

connection with the Services ("Confidential Information"). A formal mutual confidentiality agreement is executed at the commencement of every engagement.

5.2 Standard of Care

Each party agrees to protect the other's Confidential Information with at least the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care.

5.3 Exclusions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party prior to disclosure; (c) is independently developed by the receiving party without use of the disclosing party's information; or (d) is required to be disclosed by law or court order.

5.4 Client Data Segregation

Agentive maintains strict segregation between all client data. No operational data, performance metrics, competitive intelligence, or proprietary business information belonging to one client is shared with or made accessible to any other client.

6. Representations and Warranties

6.1 Mutual Representations

Each party represents and warrants that: (a) it has full legal authority to enter into the Service Agreement; (b) the execution and performance of the Agreement does not violate any applicable law or other agreement; and (c) it will comply with all applicable laws in connection with its obligations.

6.2 Agentive's Representations

Agentive represents and warrants that: (a) Services will be performed in a professional and workmanlike manner consistent with industry standards; (b) Deliverables will materially conform to the specifications set forth in the Service Agreement; and (c) to Agentive's knowledge, Deliverables will not infringe any third-party intellectual property rights.

6.3 Disclaimer of Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OR A SERVICE AGREEMENT, AGENTIVE PROVIDES THE SITE AND SERVICES "AS IS" AND DISCLAIMS ALL OTHER WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AGENTIVE DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

6.4 No Guarantee of Results

Operational outcomes referenced on the Site, including production improvements, ROI estimates, and efficiency gains, are based on specific client engagements and are illustrative only. Agentive does not guarantee that similar results will be achieved in any specific engagement. Results depend on many factors outside Agentive's control, including Client's operational conditions, employee behavior, and market factors.

7. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AGENTIVE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO YOUR USE OF THE SITE OR SERVICES, INCLUDING LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, EVEN IF AGENTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AGENTIVE'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY CLAIMS ARISING FROM OR RELATED TO A SPECIFIC ENGAGEMENT WILL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO AGENTIVE FOR THAT ENGAGEMENT IN THE THREE MONTHS IMMEDIATELY PRECEDING THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, the above limitations apply to the fullest extent permitted by law.

8. Indemnification

Client agrees to indemnify, defend, and hold harmless Agentive Systems LLC and its officers, members, employees, contractors, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (a) Client's breach of these Terms or any Service Agreement; (b) Client's violation of any applicable law; (c) Client's use of Deliverables in a manner not contemplated by the Service Agreement; or (d) any claim that Client's data or content infringes a third party's intellectual property rights.

9. Term and Termination

9.1 Term

These Terms are effective as of the date you first access the Site or engage our Services and remain in effect until terminated.

9.2 Termination by Client

Client may terminate an active engagement by providing written notice to hello@agentivesystems.com. Upon termination: (a) Client will pay all fees for work completed through the termination date; (b) Agentive will deliver all completed work product to Client; and (c) both parties' confidentiality obligations survive termination.

9.3 Termination by Agentive

Agentive may terminate an engagement immediately upon written notice if: (a) Client fails to pay any invoice within 30 days of the due date; (b) Client materially breaches any term of the Service Agreement and fails to cure such breach within 10 days of written notice; or (c) Client engages in fraudulent, illegal, or abusive conduct.

9.4 Survival

The following sections survive termination: Intellectual Property and Ownership, Confidentiality, Representations and Warranties (disclaimers), Limitation of Liability, Indemnification, and Governing Law.

10. Governing Law and Dispute Resolution

10.1 Governing Law

These Terms and any dispute arising from them are governed by the laws of the State of Florida, United States, without regard to its conflict of law provisions.

10.2 Dispute Resolution

The parties agree to attempt to resolve any dispute through good-faith negotiation before initiating formal proceedings. If negotiation fails, disputes will be resolved through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with proceedings conducted in Broward County, Florida. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

10.3 Venue

For any matters not subject to arbitration, both parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Broward County, Florida.

10.4 Class Action Waiver

TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST AGENTIVE.

11. Acceptable Use

You agree not to use the Site or Services to:

- Violate any applicable federal, state, local, or international law or regulation
- Infringe the intellectual property rights of Agentive or any third party
- Transmit any material that is defamatory, obscene, fraudulent, or harmful
- Interfere with or disrupt the integrity or performance of the Site
- Attempt to gain unauthorized access to any portion of the Site or its related systems
- Use any automated scraping, crawling, or data extraction tools on the Site without prior written consent

12. Third-Party Services and Links

The Site may contain links to or integrations with third-party services, including scheduling platforms, payment processors, and AI model providers. Agentive is not responsible for the content, privacy practices, or terms of those third-party services. Your use of any third-party service is subject to that service's own terms and privacy policy.

13. Modifications to These Terms

Agentive reserves the right to modify these Terms at any time. When we make material changes, we will update the effective date at the top of this page and post a notice on the Site. Your continued use of the Site or Services after the effective date of any update constitutes your acceptance of the revised Terms.

14. Miscellaneous

14.1 Entire Agreement

These Terms, together with any applicable Service Agreement and the Privacy Policy, constitute the entire agreement between you and Agentive regarding the subject matter hereof and supersede all prior agreements, representations, and understandings.

14.2 Severability

If any provision of these Terms is found to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

14.3 Waiver

Agentive's failure to enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

14.4 Assignment

You may not assign your rights or obligations under these Terms without Agentive's prior written consent. Agentive may assign these Terms in connection with a merger, acquisition, or sale of assets.

14.5 Force Majeure

Neither party will be liable for delays or failures in performance resulting from causes beyond its reasonable control, including natural disasters, acts of government, power failures, internet outages, or other force majeure events.

14.6 Independent Contractor

Agentive provides Services as an independent contractor. Nothing in these Terms or any Service Agreement creates an employment, partnership, joint venture, or agency relationship between the parties.

14.7 Notices

Notices to Agentive should be sent to hello@agentivesystems.com. Notices to Client will be sent to the email address provided at the time of engagement. Notices are effective upon delivery.

15. Contact Information

For questions about these Terms or to provide notices under these Terms:

Agentive Systems LLC

Attn: Legal

Fort Lauderdale, Florida

Email: hello@agentivesystems.com

Website: helloagentivesystems.com