

GTMIFY LEGAL

Terms of Service

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1. Acceptance of Terms

These Terms of Service ("Terms") govern your use of the website and services provided by GTMify LLC ("GTMify", "we", "us", or "our"), a Delaware limited liability company with its principal place of business at 1111B S Governors Ave STE 26540, Dover, DE 19904, United States. By using our services, accessing our website, or entering into a service agreement with us, you ("Client", "you", or "your") agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use our services.

These Terms constitute a legally binding agreement between you and GTMify. By clicking "I agree," signing a service agreement, or using our services in any manner, you represent that you have read, understood, and agree to be bound by these Terms, our [Privacy Policy](#), and our [Data Processing Agreement](#), each of which is incorporated herein by reference.

2. Description of Services

GTMify provides comprehensive go-to-market automation services that combine human expertise with artificial intelligence optimization. Our services are operated by humans, optimized by AI, and built to learn faster than your competitors. Specifically, we provide:

2.1 Core Service Offerings

Content Intelligence Services: Development of insight-driven content strategies, messaging frameworks, and educational materials designed to challenge prospect assumptions and create constructive tension that drives decision-making.

Outbound Orchestration: Multi-channel campaign execution across email, LinkedIn, SMS, WhatsApp, phone, handwritten direct mail, and contact-based advertising, utilizing our proprietary human-AI hybrid approach to systematically engage prospects with personalized insights.

Intent Prediction and Analysis: Advanced behavioral analysis and intent signal processing to identify prospects approaching decision points, enabling proactive engagement before competitors recognize opportunities.

Campaign Strategy and Optimization: Continuous analysis and improvement of campaign performance through our adaptive optimization loop that learns from every interaction to enhance messaging effectiveness and conversion rates.

2.2 Service Delivery Framework

Services may be provided through individual Statements of Work ("SOW") that specify scope, timeline, deliverables, and success metrics, or alternatively through invoices that include service descriptions and terms. Each SOW or service invoice shall reference and be governed by these Terms. Services may

be delivered on either a subscription basis or project basis as specified in the applicable SOW or service invoice.

For complex or long-term engagements, formal SOWs provide detailed project frameworks. For standard or shorter-term services, invoices with service descriptions offer streamlined engagement processes while maintaining the same quality and legal protections.

Our human-operated, AI-optimized approach ensures that strategic thinking, creative development, and quality control remain under human oversight while leveraging artificial intelligence for data processing, pattern recognition, and performance optimization.

3. User Eligibility and Representations

3.1 Eligibility Requirements

You must be at least 18 years of age and have the legal capacity to enter into contracts to use our services. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms.

3.2 Client Representations

By using our services, you represent and warrant that:

- All information you provide to us is accurate, complete, and current
- You have the necessary rights and authority to provide any data, content, or materials to us for service delivery
- Your use of our services will comply with all applicable laws and regulations
- You will not use our services for any unlawful, fraudulent, or malicious purposes
- You have obtained all necessary consents and permissions for any third-party data you provide to us

4. Service Agreements, Statements of Work, and Payment

4.1 Service Engagement Process

Services are provided based on individual service agreements, Statements of Work, or service invoices that specify scope, timeline, deliverables, success metrics, and compensation. Each SOW or service invoice shall reference these Terms and, upon acceptance or execution, be deemed part of this Agreement.

4.2 Project Planning and Management

For engagements utilizing formal SOWs, GTMify and Client shall collaborate to develop a detailed project plan that includes milestone events, activity descriptions, schedules with start and completion

dates, and identification of interdependent activities and potential resource conflicts. Both parties agree to participate in regular status meetings to review progress, discuss schedules, and address any risks that could impact successful performance.

For services delivered through invoices, project management will be conducted through regular communication and progress updates as appropriate to the scope and duration of the engagement.

4.3 Payment Terms and Processing

Payment Methods: We accept payments via Stripe and QuickBooks Payments, including credit cards, ACH transfers, and other payment methods supported by these platforms.

Payment Schedules: Payment terms and schedules are specified in individual SOWs or service invoices. For subscription-based services, payments are due on a recurring basis as specified. For project-based services, payments are due according to milestone schedules outlined in the SOW or as specified in the service invoice.

Late Payment Terms: Any invoice not paid within ten (10) days of receipt shall be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less. Overdue payments may result in service suspension and additional collection fees.

Currency: All payments shall be made in US Dollars unless otherwise specified in the applicable SOW.

4.4 Refund Policy

Refund Eligibility: If you cancel within three (3) business days of signing up for services and no work has been performed by GTMify, you will receive a full refund of any payments made. After this three (3) business day period, all payments are non-refundable.

Work Performance Determination: "Work performed" includes but is not limited to initial consultation calls, strategy development, campaign planning, content creation, data analysis, or any other service activities undertaken on your behalf as specified in the applicable SOW or service invoice.

Refund Processing: Eligible refunds will be processed within ten (10) business days of the refund request and will be returned via the original payment method used for the transaction.

4.5 Taxes and Additional Fees

Client is responsible for all applicable sales, use, value-added, or similar taxes in connection with the services. GTMify will not pay Client's employment taxes or other taxes related to GTMify's income. Invoices shall not include any taxes for which Client has furnished a valid exemption certificate.

5. Client Obligations and Responsibilities

5.1 Information and Access Requirements

To ensure successful service delivery, Client agrees to:

- Provide timely access to necessary systems, accounts, platforms, and information required for campaign execution
- Supply accurate and complete company information, product documentation, customer stories, competitive intelligence, and brand guidelines
- Respond promptly to requests for feedback, approvals, and strategic input within timeframes specified in the SOW
- Designate appropriate team members with decision-making authority for project communication and approvals
- Maintain current and accurate contact databases and suppression lists for outbound campaigns

5.2 Compliance and Legal Responsibilities

Client is responsible for ensuring that:

- All prospect data provided is obtained legally and with appropriate permissions
- Campaign targeting and messaging comply with applicable laws including CAN-SPAM, GDPR, CCPA, and regional regulations
- Necessary opt-out and suppression lists are maintained and regularly updated
- All claims made about products or services in campaign materials are accurate and substantiated
- Required disclosures and legal notices are included in communications as needed

5.3 Cooperation and Communication

Client agrees to participate actively in the service delivery process by providing timely feedback, attending scheduled meetings, and maintaining open communication channels. Delays in Client response or approval may impact project timelines and deliverables as specified in the applicable SOW.

6. Changes in Work Assignment and Scope

6.1 Change Request Process

If at any time Client desires a change in the provision of services or deliverables set forth in a SOW, Client shall submit a written request to the designated project manager specifying the desired changes (the "Change Request").

6.2 Change Request Evaluation

GTMify shall provide a written response within five (5) business days of receiving a Change Request, which shall discuss GTMify's ability to perform such change and the expected impact on fees,

schedules, and deliverables of the affected SOW(s). The Change Request shall be deemed rejected if either party fails to respond within the designated timeframe.

6.3 Implementation of Approved Changes

Approved changes shall be documented in writing and may result in adjustments to project scope, timeline, and fees as specified in the change approval documentation. No changes shall be implemented without written approval from both parties.

7. Intellectual Property Rights and Licensing

7.1 GTMify Proprietary Rights

GTMify retains all ownership rights and intellectual property rights in its methodologies, processes, procedures, tools, software, proprietary systems, analytical frameworks, and all specifications, documentation, works of authorship, ideas, and knowledge used in performing services or incorporated into deliverables, whether or not patentable or copyrightable.

This includes but is not limited to our content intelligence frameworks, outbound orchestration methodologies, intent prediction algorithms, campaign optimization processes, and all underlying technology platforms and systems.

7.2 Client Licensing Rights

For Subscription-Based Services: During the paid subscription period, Client is granted a non-exclusive, non-transferable, and non-sublicensable license to use the services and deliverables for its own business purposes. This license remains in effect only while Client maintains an active, paid subscription in good standing.

For Project-Based Services: Upon full payment for services and deliverables, Client is granted a perpetual, non-exclusive, non-transferable, and non-sublicensable license to use the specific deliverables created for Client's project for its own business purposes.

7.3 Client Intellectual Property

Client retains ownership of its existing intellectual property, data, content, and materials provided to GTMify. Client grants GTMify a limited license to use such materials solely for the purpose of providing services under the applicable SOW.

7.4 Work Product Ownership

Deliverables created specifically for Client's project become Client's property upon full payment, except for GTMify's underlying methodologies, processes, and proprietary systems, which remain GTMify's exclusive property. Client's license to use deliverables does not include the right to reproduce, modify, or create derivative works of GTMify's proprietary methodologies without express written consent.

8. Confidentiality and Data Protection

8.1 Mutual Confidentiality

Both parties agree to maintain strict confidentiality regarding proprietary information, business strategies, data, methodologies, and other sensitive information shared during the course of the engagement. This obligation continues indefinitely after termination of services.

8.2 Data Processing and Protection

GTMify handles all client data in accordance with our [Privacy Policy](#), our [Data Processing Agreement](#), and applicable data protection laws including GDPR, CCPA, and other regional regulations. The DPA sets out the parties' respective Controller / Processor roles, GTMify's processor obligations, sub-processor list, security measures, and international transfer mechanisms. Client is responsible for ensuring proper authorization to share any third-party data with GTMify for service delivery purposes.

8.3 Campaign Data Management

For outbound campaign services, GTMify processes prospect data solely for authorized campaign purposes as specified by Client. All data processing activities are conducted in accordance with applicable privacy laws and industry best practices for data security and protection.

9. Third-Party Services and Integrations

9.1 Third-Party Platform Dependencies

Our services may involve integration with third-party platforms including but not limited to CRM systems, email platforms, LinkedIn and other social media APIs, SMS, WhatsApp, and phone-dialer providers, handwritten card vendors, analytics tools, and advertising platforms. The current list of sub-processors that GTMify engages on the Client's behalf is maintained in our [DPA, Annex III](#). GTMify is not responsible for the availability, functionality, terms of service, or data practices of these third-party providers.

9.2 Client Responsibilities for Third-Party Services

Client is responsible for maintaining appropriate licenses, agreements, and access permissions with third-party platforms required for service delivery. Client must ensure compliance with all third-party terms of service and data usage policies.

9.3 Integration Support

GTMify will provide reasonable assistance with third-party integrations as specified in the applicable SOW, but cannot guarantee compatibility or continued functionality of third-party services beyond our control.

10. Performance Standards and Warranties

10.1 Service Performance Warranty

GTMify warrants that it shall perform services in a timely and professional manner consistent with industry standards and that all services and deliverables will comply with the specifications and requirements set forth in the applicable SOW.

10.2 Compliance Warranty

Each party represents and warrants that it has the requisite authority and approvals to enter into and perform its obligations under this Agreement and each applicable SOW, and that it shall exercise its rights and perform its obligations in accordance with all applicable legal and regulatory requirements.

10.3 Disclaimer of Other Warranties

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN APPLICABLE SOW, NEITHER PARTY MAKES ANY ADDITIONAL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ANY WARRANTY OF SPECIFIC RESULTS OR PERFORMANCE METRICS, OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

GTMify does not guarantee specific results, performance metrics, or business outcomes from services, as marketing and automation strategies may require time to show results and performance can be affected by factors outside our control.

11. Limitation of Liability

11.1 Aggregate Liability Cap

IN NO EVENT SHALL GTMIFY'S AGGREGATE LIABILITY HEREUNDER, BASED ON ANY THEORY OF LIABILITY OR CAUSE OF ACTION, EXCEED: (a) FOR SUBSCRIPTION-BASED SERVICES, THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO GTMIFY UNDER THE APPLICABLE SOW DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CAUSE OF ACTION; OR (b) FOR PROJECT-BASED SERVICES, THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO GTMIFY UNDER THE APPLICABLE SOW.

11.2 Exclusion of Consequential Damages

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL GTMIFY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3 Exceptions to Limitations

The limitations set forth in this Section shall not apply to: (a) either party's indemnification obligations; (b) damages arising from willful misconduct or gross negligence; or (c) violations of confidentiality obligations.

12. Indemnification

12.1 Client Indemnification

Client agrees to defend, indemnify, and hold harmless GTMify and its affiliates, officers, directors, employees, agents, and representatives from and against all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, or damages incurred by or asserted against GTMify arising out of, related to, or in connection with:

- Any breach of this Agreement by Client
- Any use of services or deliverables other than for permitted purposes or in accordance with the applicable SOW or GTMify's instructions
- Client's negligent acts, omissions, or willful misconduct in the performance of its obligations
- Any violation by Client of federal, state, or local laws, regulations, or ordinances
- Any claims that Client's data, content, or materials infringe third-party intellectual property rights

12.2 Indemnification Process

GTMify agrees to notify Client promptly of any such claim and to cooperate with Client, at Client's expense, by providing such information and assistance as is reasonably necessary for the handling and defense of such claim.

13. Term, Termination, and Remedies

13.1 Agreement Term

This Agreement shall commence on the date first signed and continue for a period of three (3) years unless earlier terminated in accordance with this Section. The Agreement shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

13.2 SOW Terms

For subscription-based services, each individual SOW shall remain in effect for the duration specified therein, subject to renewal or termination as provided in the SOW. For project-based services, each

SOW shall terminate upon satisfactory completion of services, acceptance of deliverables, and receipt of final payment.

13.3 Termination for Convenience

Either party may terminate this Agreement or any individual SOW for convenience upon thirty (30) days written notice to the other party. Client shall remain responsible for payment of all fees for services performed and deliverables provided prior to the effective date of termination.

13.4 Termination for Non-Payment

GTMify may terminate this Agreement or any individual SOW if any amount owed by Client is thirty (30) or more days overdue, upon written notice to Client.

13.5 Termination for Material Breach

Either party may terminate this Agreement or any SOW for material breach upon thirty (30) days written notice to the breaching party, provided such breach is not cured within the thirty (30) day cure period.

13.6 Effect of Termination

Upon termination, GTMify will cease active work and provide completed deliverables upon receipt of final payment for all services performed. All confidentiality obligations shall survive termination. Client's license to use services and deliverables shall terminate except for perpetual licenses granted for fully paid project-based services.

13.7 Equitable Relief

Notwithstanding anything to the contrary, where a breach of certain provisions may cause irreparable injury or may be inadequately compensable in monetary damages, the non-breaching party shall be entitled to seek equitable relief, including injunctive relief, in addition to any other available remedies.

14. Force Majeure

Neither party shall be liable for any failure to perform its obligations due to circumstances beyond its reasonable control, including but not limited to natural disasters, government actions, internet outages, pandemics, acts of terrorism, labor disputes, or other force majeure events. The affected party shall promptly notify the other party and use reasonable efforts to mitigate the impact of such circumstances.

15. Insurance Requirements

15.1 Insurance Coverage

Client agrees to procure and maintain during the term of this Agreement policies of insurance adequate to protect both GTMify and Client from expenses, claims, actions, liabilities, and losses related to this Agreement, including but not limited to general liability, professional liability, and cyber liability insurance.

15.2 Insurance Verification

Client shall furnish GTMify with certificates of insurance or copies of policies upon request. All insurance policies shall name GTMify as an additional insured where applicable and provide for thirty (30) days written notice of cancellation or material change.

16. Dispute Resolution and Governing Law

16.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

16.2 Dispute Resolution Process

Any disputes arising from this Agreement or our services shall be resolved through the following process:

Step 1 – Direct Negotiation: The parties shall first attempt to resolve any dispute through good faith direct negotiation between senior executives of both parties.

Step 2 – Mediation: If direct negotiation fails to resolve the dispute within thirty (30) days, the parties shall submit the dispute to mediation administered by the American Arbitration Association.

Step 3 – Binding Arbitration: If mediation fails to resolve the dispute within sixty (60) days, the dispute shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

16.3 Jurisdiction and Venue

Any legal proceedings not subject to arbitration shall be brought exclusively in the state or federal courts located in Delaware, and both parties consent to the jurisdiction of such courts.

17. Miscellaneous Provisions

17.1 Entire Agreement

This Agreement, together with any applicable SOWs, our [Privacy Policy](#), and our [Data Processing Agreement](#), constitutes the entire agreement between the parties and supersedes all prior or

contemporaneous agreements, representations, or understandings, whether written or oral.

17.2 Amendment and Modification

This Agreement may only be amended or modified by written agreement signed by both parties. GTMify may update these Terms periodically by posting revised terms on our website. Material changes will be communicated with reasonable advance notice.

17.3 Assignment

Neither party may assign this Agreement or any rights hereunder without the prior written consent of the other party, except that GTMify may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.

17.4 Severability

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable.

17.5 Waiver

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. No waiver shall be effective unless in writing and signed by the party making the waiver.

17.6 Notices

All notices required under this Agreement shall be in writing and delivered by email with confirmation of receipt, certified mail, or overnight courier to the addresses specified in the applicable SOW or as otherwise provided by the parties.

17.7 Independent Contractors

The parties are independent contractors and nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.

17.8 Survival

The following provisions shall survive termination of this Agreement: intellectual property rights, confidentiality, limitation of liability, indemnification, governing law, and dispute resolution.

18. Contact Information

For questions regarding these Terms of Service, please contact us at:

GTMify LLC

1111B S Governors Ave STE 26540

Dover, DE 19904

United States

Email: legal@gtmify.io

Phone: (856) 314-5076

Website: gtmify.io

Effective Date: This Terms of Service agreement is effective as of the "Last Updated" date shown at the top of this document.

GTMify LLC — *Operated by humans, optimized by AI, and built to learn faster than your competitors.*