

TERMS OF SERVICE

Startup Consulting LLC

Effective Date: January 1, 2025

Last Updated: August 8, 2025

1. ACCEPTANCE OF TERMS

By accessing our website, engaging our services, or entering into any agreement with Startup Consulting LLC ("Company," "we," "our," or "us"), you ("Client," "you," or "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use our services.

Company Information:

- Business Name: Startup Consulting LLC
 - Location: Miami, Florida, United States
 - Contact: info@stertups.net | (786) 309-8161
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2. SERVICES PROVIDED

Startup Consulting LLC provides the following professional services:

2.1 Technology Consulting

- IT strategy and planning for small to medium businesses
- Digital transformation guidance
- Technology assessment and recommendations
- System integration consulting

2.2 Google Workspace Services

- Google Workspace setup and configuration
- Email migration and data transfer
- User training and onboarding
- Ongoing support and maintenance

2.3 Office 365 to Google Migration

- Complete migration planning and execution

- Data preservation and transfer
- User training on new platforms
- Post-migration support

2.4 Social Media Services

- Social media strategy development
- Content creation and management
- Social media advertising management
- Analytics and reporting

2.5 Virtual Assistant Services

- Administrative support
 - Customer service support
 - Data entry and management
 - Research and analysis tasks
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3. SERVICE AGREEMENTS

3.1 Scope of Work

All services will be detailed in a separate Service Agreement, Statement of Work (SOW), or proposal that outlines:

- Specific deliverables and timelines
- Project scope and limitations
- Payment terms and pricing
- Client responsibilities and requirements

3.2 Service Standards

We commit to providing services with professional competence and in accordance with industry best practices.

4. CLIENT RESPONSIBILITIES

4.1 Information and Access

Clients must provide:

- Timely access to necessary systems, accounts, and information
- Accurate and complete information required for service delivery
- Reasonable cooperation and communication
- Administrative privileges where required for system access

4.2 Compliance

Clients are responsible for:

- Ensuring compliance with all applicable laws and regulations
- Maintaining appropriate licenses for software and services
- Backing up critical data before any migration or system changes
- Informing employees and users of system changes

4.3 Security

Clients must:

- Maintain secure passwords and access credentials
 - Follow security best practices we recommend
 - Report security incidents promptly
 - Comply with data protection requirements
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5. PAYMENT TERMS

5.1 Fees and Payment

- All fees are as specified in the applicable Service Agreement
- Payment is due within 30 days of invoice date unless otherwise specified
- Late payments may incur interest charges of 1.5% per month
- All fees are non-refundable except as specifically stated

5.2 Expenses

Clients are responsible for reimbursing reasonable out-of-pocket expenses incurred in providing services, including third-party software licenses and subscriptions.

5.3 Disputed Charges

Any disputes regarding charges must be raised within 30 days of the invoice date.

6. INTELLECTUAL PROPERTY

6.1 Client Data and Content

- Clients retain all rights to their data, content, and business information
- We will not use client data except as necessary to provide services
- Clients grant us temporary access rights necessary for service delivery

6.2 Company Materials

- We retain ownership of our methodologies, tools, and proprietary processes
- Any custom developments may be subject to separate licensing agreements
- Standard industry configurations and setups do not constitute proprietary work

6.3 Third-Party Services

- Google Workspace, Office 365, and other third-party services are subject to their respective terms
 - Clients must comply with all third-party terms and conditions
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7. CONFIDENTIALITY

7.1 Mutual Confidentiality

Both parties agree to maintain confidentiality of all proprietary and sensitive information shared during the service relationship.

7.2 Data Protection

We implement reasonable security measures to protect client information and comply with applicable privacy laws.

7.3 Third-Party Services

We may need to share information with third-party service providers (Google, Microsoft, etc.) to deliver services effectively.

8. LIABILITY AND WARRANTIES

8.1 Service Warranty

We warrant that services will be performed in a professional manner consistent with industry standards.

8.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- Our total liability shall not exceed the fees paid for the specific service giving rise to the claim
- We are not liable for indirect, consequential, or special damages
- We are not liable for data loss if clients fail to maintain proper backups
- We are not liable for third-party service outages or failures

8.3 Disclaimer

SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. INDEMNIFICATION

Clients agree to indemnify and hold us harmless from claims arising from:

- Client's use of our services
 - Client's violation of these Terms
 - Client's violation of third-party rights or applicable laws
 - Unauthorized access to systems due to client's failure to maintain security
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10. TERMINATION

10.1 Termination Rights

Either party may terminate services with 30 days written notice, subject to completion of ongoing projects and payment obligations.

10.2 Effect of Termination

Upon termination:

- Client remains liable for all fees for services provided
 - We will cooperate in orderly transition of services
 - Confidentiality obligations survive termination
 - Client data will be returned or deleted as requested
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11. FORCE MAJEURE

Neither party shall be liable for delays or failures due to circumstances beyond reasonable control, including natural disasters, government actions, or third-party service failures.

12. DISPUTE RESOLUTION

12.1 Governing Law

These Terms are governed by the laws of the State of Florida, without regard to conflict of law provisions.

12.2 Dispute Process

- Disputes should first be addressed through good faith negotiation
 - If unresolved, disputes will be subject to binding arbitration in Miami, Florida
 - The prevailing party may recover reasonable attorney's fees
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13. GENERAL PROVISIONS

13.1 Entire Agreement

These Terms, together with any Service Agreements, constitute the entire agreement between the parties.

13.2 Modifications

We may update these Terms periodically. Material changes will be communicated with reasonable notice.

13.3 Severability

If any provision is found unenforceable, the remainder of these Terms remains in effect.

13.4 Assignment

We may assign these Terms with reasonable notice. Clients may not assign without our written consent.

14. COMPLIANCE AND REGULATORY

14.1 Industry Compliance

We maintain compliance with relevant industry standards and regulations affecting technology consulting services.

14.2 Data Protection

We comply with applicable data protection laws including CCPA and GDPR where applicable.

14.3 Professional Standards

Our services are provided in accordance with professional consulting standards and ethical guidelines.

15. CONTACT INFORMATION

For questions regarding these Terms of Service, contact:

Startup Consulting LLC

Miami, Florida

Email: info@stertups.net

Phone: (786) 309-8161

These Terms of Service are designed to protect both parties while enabling successful service delivery. For specific legal advice regarding your situation, consult with a qualified attorney.

By engaging our services or using our website, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.