

Terms of Use and Services

JTurner Consulting, LLC
Website: www.jturnerconsulting.net
Last Updated: July 1, 2025

1. Acceptance of Terms

By accessing and using the website www.jturnerconsulting.net (the "Website") and any services provided by JTurner Consulting, LLC ("Company," "we," "us," or "our"), you ("User," "Client," or "you") agree to be bound by these Terms of Use and Services ("Terms"). If you do not agree to these Terms, please do not use our Website or services.

These Terms constitute a legally binding agreement between you and JTurner Consulting, LLC. We reserve the right to modify these Terms at any time without prior notice. Your continued use of the Website after any changes indicates your acceptance of the new Terms.

2. No Business Relationship Until Written Agreement

IMPORTANT NOTICE: Visiting this Website, reviewing our services, or engaging in preliminary discussions does not create a business relationship, consulting engagement, or any professional services obligation between JTurner Consulting, LLC and any prospective client.

A formal business relationship is established only upon the execution of a written Service Agreement signed by both parties. Until such written agreement is executed:

- No confidentiality obligations exist
- No professional services are being provided
- No advisor-client relationship has been established
- Any information shared is at the user's own risk

Any preliminary discussions, proposals, or consultations are provided for informational purposes only and do not constitute professional advice or create any legal obligations.

3. Description of Services

JTurner Consulting, LLC provides professional consulting services, which may include but are not limited to:

- Business strategy and planning
- Organizational development and change management
- Process improvement and optimization
- Market research and analysis
- Project management consulting
- Training and development programs
- Other consulting services as mutually agreed upon

All services are provided subject to the terms and conditions set forth in individual service agreements, which shall supplement and not replace these Terms.

4. Website Use and Restrictions

3.1 Permitted Use

You may use our Website for lawful purposes only and in accordance with these Terms. You agree not to use

the Website:

- In any way that violates applicable federal, state, local, or international law or regulation
- To transmit or procure the sending of any advertising or promotional material without our prior written consent
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website

3.2 Prohibited Activities

You may not:

- Use any automated system to access the Website
- Attempt to gain unauthorized access to any part of the Website
- Interfere with or disrupt the Website or servers or networks connected to the Website
- Use the Website to collect information about users without their consent
- Upload, post, or transmit any content that is harmful, threatening, abusive, defamatory, or otherwise objectionable

5. Intellectual Property Rights

4.1 Company Content

All content on the Website, including but not limited to text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of JTurner Consulting, LLC or its content suppliers and is protected by copyright, trademark, and other intellectual property laws.

4.2 User License

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for personal and commercial purposes related to our services.

4.3 Restrictions

You may not:

- Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any content from the Website
- Use any content for commercial purposes without our express written consent
- Remove any copyright, trademark, or other proprietary notices from any content

6. Service Agreements and Consulting Engagements

5.1 Separate Agreements

Specific consulting services will be governed by separate written agreements ("Service Agreements") that will include detailed terms regarding:

- Scope of work and deliverables
- Timeline and milestones
- Payment terms and fees
- Confidentiality provisions
- Intellectual property ownership
- Termination conditions

5.2 Proposals and Estimates

All proposals, estimates, and quotes are valid for 30 days unless otherwise specified. Acceptance of a proposal constitutes agreement to the terms contained therein.

7. Payment Terms

6.1 Fees and Payment

Payment terms will be specified in individual Service Agreements. Unless otherwise agreed:

- Invoices are due within 30 days of receipt
- Late payments may incur interest charges of 1.5% per month or the maximum allowed by law
- All fees are exclusive of applicable taxes, which are the responsibility of the Client

6.2 Refunds

Refund policies will be specified in individual Service Agreements. Generally, fees paid for services already rendered are non-refundable.

8. Confidentiality

7.1 Company Obligations

We understand that during the course of our engagement, we may have access to confidential information. We agree to:

- Maintain the confidentiality of all Client information
- Use confidential information solely for the purpose of providing services
- Not disclose confidential information to third parties without written consent
- Return or destroy confidential information upon termination of engagement

7.2 Exceptions

Confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no fault of ours
 - Was known to us prior to disclosure
 - Is required to be disclosed by law or court order
 - Is independently developed without use of confidential information
-

9. Limitation of Liability

8.1 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR SERVICES AND WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8.2 Limitation of Damages

IN NO EVENT SHALL JTURNER CONSULTING, LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR USE OF

OUR SERVICES OR WEBSITE.

8.3 Aggregate Liability

OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR OUR SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US IN THE TWELVE MONTHS PRECEDING THE CLAIM.

10. Indemnification

You agree to indemnify, defend, and hold harmless JTurner Consulting, LLC, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including attorney's fees) arising from:

- Your use of the Website or services
 - Your violation of these Terms
 - Your violation of any third-party rights
 - Any content you submit or transmit through the Website
-

11. Privacy Policy

Your privacy is important to us. Our Privacy Policy explains how we collect, use, and protect your information when you use our Website and services. By using our Website, you consent to the collection and use of information in accordance with our Privacy Policy.

12. Termination

11.1 Termination by Company

We may terminate or suspend your access to the Website immediately, without prior notice or liability, for any reason, including if you breach these Terms.

11.2 Termination by User

You may stop using the Website at any time. Termination of Website access does not affect any existing Service Agreements.

11.3 Effect of Termination

Upon termination:

- Your right to use the Website ceases immediately
 - All provisions that should survive termination shall survive
 - Existing Service Agreements remain in effect according to their terms
-

13. Dispute Resolution

13.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions.

13.2 Dispute Resolution Process

Any disputes, controversies, or claims arising out of or relating to these Terms, our services, or the breach, termination, or validity thereof, shall be resolved through the following sequential process:

1. **Informal Resolution:** The parties shall first attempt to resolve any dispute through good faith discussions and direct negotiation for a period of thirty (30) days after written notice of the dispute.
2. **Mediation:** If informal resolution fails, the parties agree to submit the dispute to binding mediation administered by the American Arbitration Association (AAA) under its Commercial Mediation Procedures. The mediation shall take place in Atlanta, Georgia, and be conducted by a mediator experienced in commercial disputes.
3. **Arbitration:** If mediation fails to resolve the dispute within sixty (60) days, the parties agree to submit the dispute to final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator with experience in commercial matters, and shall take place in Atlanta, Georgia. The arbitrator's decision shall be final and binding, and judgment may be entered upon the award in any court having jurisdiction.

13.3 Arbitration Procedures

- Each party shall bear its own costs and fees, including attorney's fees, unless the arbitrator determines otherwise
- The arbitrator shall have the authority to grant any legal or equitable remedy that would be available in court
- The arbitration proceedings and award shall be confidential
- This arbitration clause shall survive termination of these Terms

13.4 Exceptions

Notwithstanding the above, either party may seek equitable relief (including injunctive relief) in any court of competent jurisdiction to protect intellectual property rights or confidential information.

13.5 Jurisdiction

To the extent court proceedings are necessary or permitted under these Terms, the parties consent to the exclusive jurisdiction of the state and federal courts located in Fayette County, Georgia.

14. Force Majeure

Neither party shall be liable for any failure or delay in performance due to circumstances beyond their reasonable control, including but not limited to acts of God, war, terrorism, pandemic, government action, or network failures.

15. Severability

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced with a valid provision that most closely reflects the original intent.

16. Entire Agreement

These Terms, together with any applicable Service Agreements and our Privacy Policy, constitute the entire agreement between you and JTurner Consulting, LLC regarding the use of our Website and services.

17. Contact Information

If you have any questions about these Terms, please contact us at:

JTurner Consulting, LLC

Email: info@jturnerconsulting.com

Phone: 678.764.3054

Address: 305 Trilith Pkwy Ste 300 #1561, Fayetteville, GA 30214

Website: www.jturnerconsulting.net

18. Amendments

We reserve the right to update these Terms at any time. We will notify users of any material changes by posting the new Terms on the Website. Your continued use of the Website after any changes constitutes acceptance of the new Terms.

By using our Website and services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use and Services.

This document was last updated on July 1, 2025. Please check our Website regularly for updates to these Terms.