HEAVISIDE GROUP LLC GUARANTEE TERMS

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These terms are part of the Master Services Agreement (MSA). They are the only performance commitments in the Agreement. Each refund here is a contractual fee refund, not damages and not an admission of breach. Outside these terms, every MSA disclaimer, limit and remedy rule applies in full.

Part 1 — Access complete

1.1 **Meaning.** "Access complete" for a service is the moment Agency records, through the Channel of Record, that every input for that service listed below is in and usable at the permission level Agency designates. Agency sends Client a dated access-complete confirmation. Go-live times and the ads and SEO guarantees run from it.

1.2 **Paid Ads.** All of these:

1. correct business identity, service area, licensing, insurance, offer, services and lead-qualification information;
2. every owner, administrator, advertiser, billing, manager and full-control permission Agency designates on each ad, analytics, profile, domain, Revenue Commander, call-tracking and landing-page property;
3. billing methods on each ad account, and the documents each provider asks Client for;
4. launch assets approved, or the approval window passed under MSA Section 6;
5. each launch channel funded at or above its daily minimum: $100 a day on Google and $50 a day on Meta; tracking, call routing, forms, capture, consent records and attribution passing Agency's launch check; and
6. no unrecorded pause, redirect, account edit, access limit, geography or service change, or other condition that prevents a fair launch.

1.3 **SEO.** Administrator access to the website; Search Console and analytics access, and Google Business Profile access where the plan includes it; any plugins Agency names installed or allowed; and Client's approval of its services, service area and business facts.

1.4 **Website.** Content, photos, brand materials, domain and DNS access, and approvals of the site plan and copy.

1.5 **Long-stop.** Client should reach access complete within 30 days of the first payment date. If a Client-caused gap stops it for longer and Agency hasn't extended the date in writing, the ads and SEO guarantees lapse without refund; the Agreement otherwise continues. If Agency caused the delay, the guarantee does not lapse and Agency sets a new date in writing. Time spent waiting on a provider's check doesn't count against either party.

1.6 **Provider checks never count.** Checks that providers run are never part of access complete, because neither party controls them. They include phone carriers' A2P registration approval, Google advertiser and advanced verification, Local Services Ads screening and Meta account and ad reviews. Client's own steps for them (submitting the A2P registration, supplying documents, answering a provider's questions) are client inputs that Agency tracks; a late or missing step is a Client delay. A channel waiting on a provider's check launches when the check clears, and its go-live time and guarantee clock run only once it is live. The 7-day and 21-day go-live times and the 7-day lead guarantee cover Agency's own work.

Part 2 — Foundations 30-day money back

Applies to Foundations, Paid Ads + Foundations, Starter, Growth and Elite.

2.1 **The guarantee.** Client may ask for its money back for any reason, once, by a written request through the Channel of Record that Agency receives by the end of the 30th consecutive day after the first payment date. No reason, complaint, launch or approval step is needed, and eligibility does not depend on use, results or onboarding status.

2.2 **The refund.** Agency refunds the first month's $495 Foundations fee actually paid. Nothing else is refundable under this Part.

2.3 **Effect.** The request ends the whole Agreement on receipt, with no 30-day notice, final month or proration. No waived setup fee is owed. Agency stops serving the managed website and other Agency Work Product, and Client's license to it ends; no Site Export is owed. Client's materials and accounts are still returned under MSA Section 8.6, and Agency never touches Client's domain, registrar or DNS.

2.4 **Once only.** A later plan change, added or dropped service, pause or reactivation does not restart the 30 days or create a second request.

Part 3 — Qualified lead in 7 days

Applies to Paid Ads, Paid Ads + Foundations, Starter, Growth and Elite, for Client's first launch under the Agreement.

3.1 **The guarantee.** If the ads do not produce at least one Qualified Lead within 168 consecutive hours of the start time, Agency refunds the first month's $695 Paid Ads fee.

3.2 **Start time.** The window starts at the later of access complete and the first verified paid impression, and covers the channels live when it starts. A channel still waiting on a provider's check when the window starts isn't covered by it; if no channel can go live because a provider is holding or refusing its check, the guarantee waits until one does (Part 1.6). If every funded, eligible channel serves no impressions, it starts at Agency's recorded activation of the first eligible, funded launch; a platform not delivering doesn't stop the clock. Agency records the start and end in UTC and may show Client's local time. A later channel, market, campaign, location or relaunch doesn't restart it.

3.3 **Qualified Lead.** One new inquiry, attributable to the campaign, that meets the definition for Client's brand:

Brand	**A Qualified Lead**
Paving Marketers	comes from a property owner, property manager, facility manager, HOA or board representative, procurement contact or other commercial buyer accepted at intake; concerns an accepted commercial property and an enabled paving, asphalt, repair, overlay, sealcoating, crack-sealing, striping or drainage service; is inside the agreed service area and meets any written minimum-project rules given before launch; and has valid contact details and a usable property address. Residential driveway inquiries never count.
Garage Door Marketers	has valid contact details; is inside the agreed service area; concerns an enabled repair, replacement, installation, spring or cable, opener, tune-up or maintenance service; and comes from the property's decision-maker or someone representing them.
Electrician Marketing Agency	has valid contact details; is inside the agreed service area; concerns an enabled electrical repair or troubleshooting, panel or service upgrade, rewiring, outlet or lighting, EV charger, generator or installation service; and comes from the property's decision-maker or someone representing them.
Heaviside Digital	has valid contact details; is inside the agreed service area; concerns a service Client's approved service list enables; and comes from the decision-maker for the property or project or someone representing them.

For every brand, none of these count: a wrong service, parts-only or do-it-yourself request, vendor solicitation, job seeker, spam, test, duplicate or unrelated inquiry. A budget answer alone doesn't disqualify a lead. A lead is an inquiry, not an appointment, estimate, sale or job.

3.4 **Evidence.** A lead may come from a tracked form, tracked call or other capture path Agency approves. Agency decides attribution and qualification from page and form versions, tracking tags, click and campaign identifiers, call-tracking numbers and recordings, Revenue Commander records, consent evidence, timestamps and human review. Page views, short or empty calls and unverified appointments don't count. Duplicates from the same prospect and project count once. Agency may correct a clearly wrong disposition after reviewing the evidence.

3.5 **During the window.** A Client-caused pause, edit, redirect, access limit, unfunded or below-minimum budget, failed Client-controlled verification, material offer or area change, or tracking change voids the guarantee, unless Agency caused it or waives it in writing. It doesn't extend the window. Platform under-delivery alone doesn't void it if Client kept the settings and funding in place.

Part 4 — Day-30 SEO work

Applies to SEO only, Starter, Growth and Elite, for the first 30 days of SEO.

4.1 **The guarantee.** By day 30 after SEO access complete, Agency delivers:

1. **a baseline report:** rankings for the agreed keywords, a map grid, an AI visibility baseline, a technical audit and a competitor snapshot;
2. **technical fixes applied:** the critical audit fixes made, and any fix only Client can make listed with the reason;
3. **all 10 first-month units live:** approved by Agency's SEO lead and published (per location on Growth and Elite);
4. **next month's plan:** the proposed units and the evidence for them; and
5. **on SEO only, the Google Business Profile cleanup:** categories, services, hours, description and photos.

4.2 **The refund.** If an item is missing at day 30 for a reason on Agency's side, Agency refunds the first month's $695 SEO fee. An item missing because Client didn't make a client-only fix, approve the services, service area and business facts Part 1.3 lists or keep access in place is a Client delay, not a miss.

Part 5 — Rules for every guarantee

5.1 **List-price refunds, capped.** Each refund is that part's list price: Foundations $495, Paid Ads $695, SEO $695, once each, whatever the number of locations. All refunds for a month are capped at the monthly fee Client paid for that month ($495 Foundations, $695 Paid Ads or SEO only, $995

Paid Ads + Foundations, $1,495 Starter, $2,995 Growth, $4,995 Elite). Refunds are paid in the order they are decided until the cap is reached.

5.2 **What's never refunded.** Setup and activation fees; ad spend; tracking-number, phone, SMS, email and AI usage; sending costs; print and postage; other menu-service fees; taxes; and pass-through costs.

5.3 **Client delays void a guarantee and never pause billing.** A delay, missed input, late response or change on Client's side that affects a guarantee voids that guarantee for that launch or period. No delay on either side pauses, shifts or credits billing, and Agency will not rebill for any delay.

5.4 **Decision and challenge.** Within two (2) business days after the 7-day window or day 30 ends, Agency sends its decision through the Channel of Record, with the supporting evidence where it finds the guarantee met. Client may challenge an objective element in writing within seventy-two (72) hours. Agency reviews in good faith and sends a final decision within five (5) business days of a timely challenge. A decision is final when the challenge period ends unchallenged, when sent if it rests on a Client delay with nothing objective to challenge, or when Agency sends its final decision.

5.5 **Paying the refund.** Agency starts the refund to the original payment method within ten (10) business days after a final decision awarding it, or for the Foundations guarantee after confirming the request was on time. If that method can't take it, the parties agree another route in writing. Bank posting time is outside Agency's control, and Agency's processor record is proof of issue (MSA Section 16.7).

5.6 **Leaving after a missed guarantee.** Within seven (7) days after a final decision that awards an ads or SEO refund, Client may end the Agreement by written notice. It ends on receipt, with no 30-day notice, no final month and no waived setup fee owed. Fees earned before then stay due, apart from the refund. The managed website and other Agency Work Product come down and no Site Export is owed. A decision that the guarantee was met, or that a Client delay voided it, gives no exit.

5.7 **Refunded months.** A refunded month doesn't count toward setup forgiveness (MSA Section 3.6) if Client stays.

5.8 **Once only.** Each guarantee applies once, to Client's first launch or first 30 days under the Agreement. Adding a location, service or channel later, changing plans or reactivating does not create a new guarantee.

5.9 **Dormant accounts.** Guarantees are suspended while an account is dormant (Schedule 10).

5.10 **Records.** Checkout and payment records, the signed packet, the access-complete confirmation, launch timestamps, campaign and Revenue Commander evidence, decisions, challenges and the refund ledger together are the record of each guarantee (MSA Section 19).

Part 6 — Published go-live times

6.1 **The times.** From access complete for the service, for Agency's own work (the ads built and submitted, the funnel and pages published, the site built and live):

- **ads, the Facebook funnel and the Google per-service pages:** live within **7 days**;
- **the full managed website:** live within **21 days**.

6.2 **What they are.** Go-live times are service levels, not outcome guarantees. A channel waiting on a provider's check launches when the check clears (Part 1.6). A delay on Client's side extends them day for day and voids any guarantee it affects; it never pauses billing. If Agency misses one for a reason within its control, it treats the miss as a priority fix and adds make-good work under MSA Section 11.1; no refund or credit is owed.

6.3 **Other setup targets.** Revenue Commander, call tracking, forms, calendars and core automations are set up during the same activation; cold outreach starts only after the sending infrastructure and verified data are ready; social, direct mail and the live dashboard start once their inputs are in. Texting features start when the carriers approve the A2P registration.