

Terms of Service

****Effective Date:**** November 2025

****Last Updated:**** November 2025

1. Introduction

Welcome to Infiniti Metrix ("Company," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of the website located at www.infinitemetrix.com (the "Website") and all services offered through the Website, including but not limited to analytical services, dashboard solutions, SEO optimization, digital advertising, lead generation, and related consulting services (collectively, the "Services").

Infiniti Metrix is a digital marketing intelligence and analytics firm based in Texas, dedicated to providing precision-driven analytics, custom dashboard solutions, and marketing automation systems to businesses and marketing agencies.

The purpose of these Terms is to establish a clear legal framework governing the relationship between Infiniti Metrix and users of our Website and Services. By accessing or using the Website or engaging with any of our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety.

2. Acceptance of Terms

By accessing the Website or using any of the Services offered by Infiniti Metrix, you explicitly agree to comply with and be legally bound by these Terms of Service, as well as our Privacy Policy and any other policies published on the Website. If you do not agree to these Terms, you are prohibited from using the Website and Services, and you must immediately cease all access and use.

These Terms apply to all users, including but not limited to clients, prospects, visitors, and any third parties accessing the Website or engaging with our Services through any means whatsoever.

Your continued use of the Website or Services following the posting of any changes to these Terms constitutes your acceptance of such modifications. We reserve the right to update or modify these Terms at any time without prior notice. It is your responsibility to review these Terms periodically for updates.

3. Service Description

Infiniti Metrix offers a comprehensive range of digital marketing and analytics services designed to help businesses make data-driven decisions and optimize their marketing performance. Our Services include, but are not limited to:

- Custom dashboard design and implementation for business metrics and performance tracking
- Analytics and reporting solutions integrating data from multiple sources
- Search engine optimization (SEO) services, including local, geographic, and AI-based optimization
- Digital advertising management across Google, social media, and programmatic platforms
- Lead generation and client outreach services, including cold email and LinkedIn automation
- White-label solutions for marketing agencies
- Strategic consulting and business audits

****Important Disclaimer:**** Infiniti Metrix makes no guarantee, representation, or warranty—express or implied—regarding the outcomes, results, or effectiveness of any Services provided. The Services are offered on an "as-is" basis. Success depends on numerous

factors beyond our control, including market conditions, client implementation, third-party platform changes, and other external variables. We do not guarantee specific improvements in traffic, leads, conversions, revenue, or any other business metric, regardless of how any marketing materials or case studies may be presented.

4. Disclaimers and Limitation of Liability

4.1 No Warranties

Infiniti Metrix provides all Services and the Website "as-is" and "as available" without warranties of any kind, either express or implied. We expressly disclaim all warranties, including but not limited to:

- Warranties of merchantability or fitness for a particular purpose
- Warranties regarding the accuracy, completeness, or reliability of any data, analytics, or recommendations
- Warranties that the Services will meet your specific business objectives or expectations
- Warranties that the Website or Services will be uninterrupted, error-free, or free from viruses or malicious code
- Warranties regarding third-party platform performance, algorithm changes, or external factors affecting results

4.2 No Liability for Results

Infiniti Metrix shall not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages for lost profits, lost revenue, lost data, or business interruption, regardless of whether such damages arise from contract, tort, strict liability, or any other legal theory, even if Infiniti Metrix has been advised of the possibility of such damages.

4.3 Limitation of Liability Cap

To the fullest extent permitted by applicable law, the total liability of Infiniti Metrix for any and all claims arising out of or related to the Website, Services, or these Terms shall not exceed the fees paid by you to Infiniti Metrix in the 12 months preceding the claim. If you have not paid any fees, liability is limited to \$100.

4.4 No Liability for Third-Party Actions or Competitive Interference

Infiniti Metrix shall not be responsible for damages, losses, or harm caused by third parties, including but not limited to competitors, malicious actors, or any other external parties. This includes, without limitation:

- Negative reviews or public statements made by competitors or third parties
- Competitive actions or unfair business practices by other companies
- Damage to your brand reputation caused by third parties
- Search engine algorithm changes or ranking fluctuations initiated by third parties
- Suspension or removal of your accounts by third-party platforms without our involvement

While we monitor our Services and take reasonable precautions, we cannot control the actions of external parties or guarantee protection against third-party interference.

5. User Responsibilities

5.1 Acceptable Use

By using the Website and Services, you agree to use them only for lawful purposes and in a manner that does not infringe upon the rights of others or restrict their use and enjoyment. Specifically, you agree not to:

- Engage in any conduct that is unlawful, fraudulent, or deceptive
- Harass, threaten, or defame any individual or entity
- Violate any applicable laws, regulations, or industry standards
- Infringe upon intellectual property rights, including trademarks, copyrights, or patents
- Engage in unauthorized access to our systems or attempt to bypass security measures
- Use the Services to generate spam, malware, or other malicious content
- Reverse-engineer, decompile, or attempt to gain unauthorized access to proprietary systems
- Resell, redistribute, or provide our Services to third parties without explicit written permission

5.2 Prohibited Content and Conduct

You are prohibited from uploading, submitting, or providing to Infiniti Metrix any content that:

- Contains false, misleading, or deceptive information
- Violates any applicable laws or regulations
- Infringes on third-party intellectual property or privacy rights
- Promotes illegal activities, violence, or discrimination
- Contains malware, viruses, or other harmful code
- Constitutes spam or unsolicited communications
- Violates the terms of service of third-party platforms integrated with our Services

5.3 User-Generated Content and Data

If you provide content, data, or materials to Infiniti Metrix as part of using the Services ("User Content"), you retain ownership of such content. However, you grant Infiniti Metrix a perpetual, worldwide, non-exclusive license to use, reproduce, modify, display, and distribute your User Content solely for the purpose of providing the Services to you. You represent and warrant that you own or have the necessary permissions for all User Content you provide.

6. Brand Damage and Legal Recourse

6.1 Third-Party Responsibility

Infiniti Metrix shall not be held responsible for brand damage, reputation harm, or competitive interference caused by third parties, including but not limited to competitors, disgruntled customers, or malicious actors. Such damages fall outside the scope of our contractual obligations and are not insurable under normal service terms.

6.2 Reporting and Legal Action

If you believe your brand has been damaged due to third-party actions, including competitive interference or unfair business practices, we encourage you to:

1. Document all incidents with timestamps, screenshots, and evidence
2. Notify Infiniti Metrix in writing of the alleged third-party conduct
3. Provide us with sufficient details to assess the situation
4. Allow us a reasonable period to investigate

Infiniti Metrix may, at our sole discretion and without obligation, choose to assist in addressing third-party interference through legal action, cease-and-desist letters, or other remedies. Any legal action undertaken would be at your expense unless otherwise agreed in writing.

6.3 Boundaries and Exclusions

Infiniti Metrix has no obligation to take legal action against third parties, and any decision to do so is purely discretionary. We are not responsible for:

- Monitoring third-party conduct outside of our direct Services
- Protecting against general market competition or competitive strategies
- Addressing brand issues arising from your own business practices or content
- Taking action against third parties without clear evidence of wrongdoing

7. Modification and Termination

7.1 Service Modifications

Infiniti Metrix reserves the right to modify, suspend, or discontinue any aspect of the Website or Services at any time, without prior notice or liability. This includes changes to features, functionality, pricing, or availability. While we strive to provide continuous service, we make no guarantee of uninterrupted availability.

7.2 Termination of Service

Infiniti Metrix may terminate or suspend your access to the Website and Services at any time, with or without cause, and with or without prior notice. Grounds for termination include, but are not limited to:

- Violation of these Terms or any policy published on the Website
- Unauthorized use of the Services
- Non-payment of fees or charges
- Conduct that we reasonably believe is harmful to our business or other users
- Your bankruptcy or insolvency
- Legal or regulatory requirements

7.3 Effect of Termination

Upon termination, your right to use the Website and Services immediately ceases. We may, but are not obligated to, provide you with access to your data for a limited period following termination. We are not responsible for any loss of data following termination.

7.4 Changes to Terms

Infiniti Metrix may update these Terms at any time without notice. The most current version will be posted on the Website with the "Last Updated" date prominently displayed. Your continued use of the Website or Services following such modifications constitutes your acceptance of the updated Terms.

8. Governing Law and Dispute Resolution

8.1 Governing Law

These Terms and all matters related to the Website, Services, and relationship between you and Infiniti Metrix shall be governed by and construed in accordance with the laws of the

State of Texas, without regard to its conflict of law principles. You agree that Texas law shall apply regardless of your location or citizenship.

8.2 Dispute Resolution—Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms, the Website, the Services, or the relationship between you and Infiniti Metrix (including claims based on contract, tort, strict liability, or any other legal theory) shall be resolved exclusively through binding arbitration, rather than in court proceedings.

8.3 Arbitration Procedures

- **Arbitrator Selection:** Any arbitration shall be conducted by a single neutral arbitrator mutually selected by both parties, or if no agreement is reached, as determined under the American Arbitration Association (AAA) Commercial Arbitration Rules.
- **Arbitration Location:** Arbitration shall take place in Dallas, Texas, or such other location as mutually agreed upon by the parties.
- **Arbitration Costs:** Each party shall bear its own attorney fees and costs, with the arbitrator's fees split equally unless the arbitrator determines otherwise.
- **Limited Discovery:** Discovery shall be limited to matters essential to the arbitration and shall not include extensive depositions or document production unless the arbitrator determines otherwise.
- **Confidentiality:** The arbitration proceedings and award shall be confidential.

8.4 Exception to Arbitration

Notwithstanding the above, either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm or enforce intellectual property rights.

8.5 Class Action Waiver

You agree that any arbitration or court proceedings will be conducted on an individual basis only, and not as a class action, collective action, or representative action. You waive any right to participate in any class, collective, or representative proceeding against Infiniti Metrix.

8.6 Jurisdiction and Venue

To the extent that arbitration is not enforceable or applicable, you agree to submit to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas. You waive any objection based on inconvenient forum or any claim that such courts are an improper venue.

9. Contact Information

9.1 General Inquiries

For questions about the Website, Services, or these Terms, please contact us using the methods provided on our Website.

9.2 Legal and Compliance Questions

For legal inquiries, disputes, or compliance-related matters, please direct your communication to:

****Infiniti Metrix Legal Department****

Email: legal@infinitimetrix.com

Website: www.infinitimetrix.com

Address: [Texas-based business address]

When submitting legal inquiries, please provide detailed information about your concern, including relevant dates, transaction details, and any supporting documentation.

9.3 Complaint Resolution

We are committed to addressing concerns and complaints promptly. Please allow 15 business days for an initial response to any formal complaint or legal inquiry. All communications regarding disputes should be marked clearly as "Legal Matter" or "Formal Complaint."

9.4 Notifications

Any formal notice or demand related to these Terms should be sent via registered mail or email to the addresses provided above. Notices are deemed received upon delivery or 5 business days after mailing.

10. Miscellaneous Provisions

10.1 Entire Agreement

These Terms, along with our Privacy Policy and any other policies published on the Website, constitute the entire agreement between you and Infiniti Metrix regarding the Website and Services and supersede all prior and contemporaneous agreements, understandings, and negotiations, whether written or oral.

10.2 Severability

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or if not possible, severed from these Terms. The remaining provisions shall remain in full force and effect.

10.3 Waiver

The failure of Infiniti Metrix to enforce any provision of these Terms shall not constitute a waiver of such provision or the right to enforce it at a later time.

10.4 Assignment

Infiniti Metrix reserves the right to assign or transfer these Terms or its obligations under these Terms to any third party at any time without notice. You may not assign or transfer your rights or obligations under these Terms without prior written consent from Infiniti Metrix.

10.5 Survival

Provisions that by their nature should survive termination of these Terms, including but not limited to disclaimers of liability, limitation of liability, indemnification, and dispute resolution provisions, shall survive any termination or expiration of these Terms.

10.6 No Third-Party Beneficiaries

These Terms are intended solely for the benefit of you and Infiniti Metrix and do not create any rights or obligations for any third parties.

11. Acknowledgment and Agreement

By using the Website or Services, you acknowledge that:

1. You have read and fully understand these Terms
2. You agree to be bound by all provisions herein
3. You understand that Infiniti Metrix makes no guarantees regarding results or outcomes
4. You assume full responsibility for your use of the Website and Services
5. You understand the limitations of liability and dispute resolution procedures outlined herein

****Last Updated:**** November 2025

For the most current version of these Terms of Service, please visit www.infinitimetrix.com/terms-of-service. Your continued use of the Website and Services constitutes acceptance of these Terms in their entirety.