

TERMS OF SERVICE (BLACKSPIRE CONSULTING)

Effective Date: 01/01/2026

These Terms of Service (“**Terms**”) govern your access to and use of the website located at **blackspireconsulting.com** (the “**Site**”), operated by **BLACKSPIRE CONSULTING**, (“**Blackspire**,” “**we**,” “**us**,” or “**our**”). By accessing or using the Site, you agree to be bound by these Terms.

If you do not agree, do not use the Site.

1) Definitions

- “**Client Services**” means consulting, strategy, marketing advisory, audits, workshops, implementation support, retainers, and any related professional services offered by Blackspire.
- “**Content**” means all text, graphics, images, audio, video, templates, documents, downloads, and other materials made available on or through the Site.
- “**User**” or “**you**” means any visitor to the Site, including prospective clients and clients.
- “**Third-Party Services**” means services not operated by Blackspire (e.g., payment processors, analytics providers, scheduling tools, email tools, ad networks).

2) Eligibility; Under Age 13

The Site is intended for individuals who are **at least 13 years old**. We do not knowingly allow children under 13 to use the Site, and we do not knowingly collect personal information from children under 13. If we learn we collected such information, we will delete it.

3) Changes to These Terms

We may update these Terms from time to time. The “Last Updated” date indicates when changes were made. Continued use of the Site after changes become effective constitutes acceptance of the revised Terms.

4) Site Use and Permitted Purposes

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to:

- violate any applicable law or regulation;
- infringe intellectual property or privacy rights;
- attempt to gain unauthorized access to the Site or systems;

- introduce malware, spam, or automated scraping;
- misrepresent your identity or affiliation.

5) General informational purposes

All information provided on the Site is for **general informational purposes** and does not constitute legal, tax, accounting, or other regulated professional advice. Consulting and marketing outcomes depend on many factors; **we do not guarantee** results, rankings, revenue, or performance unless a separate written agreement explicitly states otherwise.

6) Accounts, Forms, and Accuracy of Information

You may submit information via contact forms, discovery forms, booking forms, or newsletter forms. You agree that information you submit is accurate and not misleading. We may refuse service, terminate access, or decline inquiries at our discretion to the extent permitted by law.

7) Do We Collect Personal Information?

7.1 Personal Information You Provide Directly

We may collect personal information you submit through the Site, such as:

- **Identifiers/Contact:** name, email address, phone number
- **Professional/Business:** company name, role/title, business address, website, social handles
- **Inquiry/Project Details:** message content, service needs, budgets, timelines (if you provide them)
- **Account/Admin (if applicable):** login credentials, preferences (only if you create an account)
- **Billing (if applicable):** billing name, billing address, invoice details
Payment card details are typically processed by a third-party payment processor and not stored by us directly (see Section 10).

7.2 Information Collected Automatically

When you use the Site, we (and Third-Party Services) may automatically collect:

- IP address, device identifiers, browser type, operating system
- approximate location (derived from IP)
- pages viewed, clicks, referral URLs, session duration
- cookie and similar tracking identifiers

7.3 Privacy Policy and Cookie Policy

Our **Privacy Policy** and **Cookie Policy** explain in more detail how we collect, use, share, and retain personal information and how you can exercise your rights. Those policies are incorporated by reference into these Terms.

8) Tracking Technologies (Cookies and Similar)

8.1 Technologies We May Use

The Site may use:

- **Cookies** (session and persistent)
- **Pixels/tags** (including conversion pixels)
- **Local storage** and similar device storage
- **SDKs** (more common for apps)
- **Server logs** and analytics scripts

8.2 Your Choices

Depending on your location, you may see a cookie consent banner allowing you to accept/reject categories of cookies (e.g., necessary, analytics, marketing). You can also control cookies through browser settings; however, disabling cookies may impact Site functionality.

8.3 Do Not Track

Some browsers offer “Do Not Track” signals. There is no uniform standard; the Site may not respond to DNT signals.

9) Analytics Software

If you use analytics: We may use analytics tools (such as Google Analytics or similar) to understand Site usage and improve performance. These tools may set cookies and collect usage data described above.

10) Ads, Facebook Pixel, and Retargeting

10.1 Does the Site Show Ads?

The Site may display advertisements or sponsored content. Ad networks may use cookies/pixels to show relevant ads and measure performance.

10.2 Facebook/Meta Pixel

The Site may use the Meta Pixel to measure ad effectiveness and support retargeting. Meta may collect data via cookies/pixels subject to Meta's own policies.

10.3 Retargeting (Google Ads, Meta Ads, LinkedIn, etc.)

We may use retargeting technologies to show you our ads on third-party platforms after you visit the Site. This typically involves cookies/pixels and hashed identifiers (e.g., email) where permitted and disclosed.

11) Email, Newsletters, and Marketing Messages

11.1 Transactional vs. Marketing Emails

We may send:

- **Transactional/administrative messages** (e.g., responding to inquiries, scheduling, invoices, service updates).
- **Marketing messages/newsletters** only if you opt in or where otherwise permitted by law.

11.2 Opt-Out

Marketing emails will include an unsubscribe mechanism. Unsubscribing does not affect transactional emails necessary to provide services or respond to you.

11.3 Email Service Providers

We may use third-party email tools (e.g., Mailchimp, Klaviyo, ConvertKit, HubSpot, or similar) to manage communications.

12) Third-Party Services and Links

The Site may integrate or link to Third-Party Services, such as:

- scheduling/booking (e.g., Calendly),
- payment processing (e.g., Stripe, PayPal),
- analytics (e.g., Google Analytics),
- CRM (e.g., HubSpot),
- embedded content (e.g., YouTube, Vimeo),
- social platforms (e.g., LinkedIn, Instagram).

We do not control Third-Party Services and are not responsible for their content, policies, or practices. Your use of Third-Party Services is governed by their terms.

13) Online Payments

13.1 Fees, Currency, Taxes

All fees are as described at checkout or in your written services agreement. You are responsible for applicable taxes unless stated otherwise.

13.2 Refunds and Chargebacks

Refund eligibility (if any) will be stated:

- in a separate written services agreement / statement of work.

You agree not to initiate chargebacks without first contacting us to attempt resolution. Unauthorized or abusive chargebacks may result in suspension of access and collection efforts as permitted by law.

Attention: The Site does not process online payments; payments are handled via invoice under separate agreements.

14) Intellectual Property

14.1 Our IP

The Site and Content are owned by or licensed to Blackspire and protected by intellectual property laws. Except as expressly permitted, you may not reproduce, distribute, modify, publicly display, or create derivative works from the Content without prior written consent.

14.2 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site for your internal business purposes.

14.3 Your Feedback

If you provide feedback or suggestions, you grant Blackspire the right to use it without restriction or compensation, unless prohibited by law.

15) User Content and Submissions

If you submit content (e.g., messages, documents, briefs, materials), you represent you have rights to do so and that it does not violate law or third-party rights. You grant us a limited license to use submitted materials solely to respond to you, evaluate your request, and perform services (and as otherwise described in our Privacy Policy).

16) Confidentiality

Website inquiries are not automatically confidential. Confidentiality obligations (if any) arise only under a **separate written confidentiality agreement** or a signed services agreement.

17) Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SITE AND CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not warrant uninterrupted or error-free operation.

18) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BLACKSPIRE BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE.

TO THE EXTENT PERMITTED BY LAW, BLACKSPIRE’S TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SITE WILL NOT EXCEED **(A)** THE AMOUNT YOU PAID TO BLACKSPIRE THROUGH THE SITE IN THE **THREE (3) MONTHS** BEFORE THE EVENT GIVING RISE TO LIABILITY, OR **(B) USD \$100**, WHICHEVER IS GREATER.

Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

19) Indemnification

You agree to indemnify and hold harmless Blackspire and its officers, directors, employees, contractors, and agents from any claims, liabilities, damages, losses, and expenses (including attorneys’ fees) arising out of or related to: (a) your use of the Site, (b) your violation of these Terms, or (c) your infringement of any third-party rights.

20) Termination

We may suspend or terminate your access to the Site at any time if we reasonably believe you violated these Terms or if necessary to protect the Site, other users, or our rights. Sections that

by their nature should survive termination will survive (including IP, disclaimers, limitations, indemnity, dispute provisions).

21) Governing Law; Venue (Choose One Approach)

Because you may operate in the US and Poland, pick a single governing law/venue that matches your business setup and contracts.

US law: These Terms are governed by the laws of **Florida, USA**, without regard to conflict of laws. Exclusive venue is **Miami, FL** courts.

Poland/EU law: These Terms are governed by the laws of **Poland**. Courts of **Koszalin, Poland** have jurisdiction, unless mandatory consumer protections require otherwise.

Mandatory consumer rights may override choice-of-law/venue provisions.

22) Dispute Resolution

- **Good-faith negotiation**
- **Mediation**
- **Arbitration**

23) Contact Information (How Users Can Contact You)

Questions about these Terms can be sent to:

BLACKSPIRE CONSULTING

Legal Name: BLACKSPIRE CONSULTING LLC / BLACKSPIRE CONSUTLING HUBERT ŻMUDZIŃSKI

Address: 1111 BRICKELL AVE 10th FLOOR, MIAMI, FL / ŚW. WOJCIECHA 10 A KOSZALIN, POLSKA

Email: contact@blackspireconsulting.com

Phone: (+1) 347-284-8302 / (+48) 692-222-350

24) Miscellaneous

- **Severability:** If any provision is unenforceable, the remainder remains in effect.
- **No Waiver:** Failure to enforce a provision is not a waiver.
- **Assignment:** You may not assign these Terms without our consent; we may assign to an affiliate/successor.
- **Entire Agreement:** These Terms (and referenced policies) are the entire agreement about Site use.