

Lizzy Connect

Terms and Conditions

SMS Platform Agreement

Effective Date: May 19, 2026

Leviathan Consulting Group · <https://leviathanconsultinggroup.com>

1. Acceptance of Terms

By accessing or using the Lizzy Connect SMS-based parts ordering and service scheduling platform (“Service”), operated by Leviathan Consulting Group (“Company”, “we”, “us”, or “our”), you (“User”, “Dealer”, or “Customer”) agree to be bound by these Terms and Conditions (“Terms”). If you do not agree to these Terms, you must immediately cease use of the Service.

These Terms constitute a legally binding agreement between you and Leviathan Consulting Group. Your continued use of the Service following any posted modification constitutes acceptance of those modifications.

2. Description of Service

Lizzy Connect is a multi-tenant, SMS-driven workflow platform that enables outdoor power equipment dealers to provide their customers with self-service capabilities including, but not limited to:

- Parts discovery and ordering via SMS
- Equipment service scheduling via SMS
- Equipment troubleshooting assistance via SMS
- Dealer-to-customer transactional communications

The Service is made available to authorized dealers (“Dealer Accounts”) and, through dealer-managed enrollments, to end customers (“End Customers”) who interact with the platform via SMS.

3. Eligibility and Account Registration

3.1 Dealer Accounts

To access the Lizzy Connect administrative portal, you must be an authorized representative of a licensed outdoor power equipment dealership and be invited by Leviathan Consulting Group. You agree to provide accurate, current, and complete information during registration and to update such information as necessary.

3.2 End Customer Enrollment

End Customers are enrolled through their dealer's customer relationship management (CRM) data. By responding to an initial welcome SMS and opting into the Service, End Customers confirm their consent to receive transactional and service-related SMS messages.

3.3 Age Requirement

You must be at least 18 years of age to use the Service or provide consent for SMS communications.

4. SMS Communications and Consent

4.1 Express Written Consent

By opting into the Service, End Customers provide express written consent to receive recurring automated SMS messages from their enrolled dealer through Leviathan Consulting Group's platform. This consent is not a condition of purchasing any goods or services.

4.2 Message Frequency

Message frequency will vary based on customer-initiated interactions and dealer-initiated follow-ups. Onboarding follow-up reminder messages will be sent no more than **once per week** per enrolled customer until the customer completes enrollment or opts out.

4.3 Message and Data Rates

Message and data rates may apply. These charges are assessed by the End Customer's mobile carrier and are not controlled by Leviathan Consulting Group or the enrolled dealer. Customers are responsible for any fees imposed by their carrier.

4.4 Opt-Out

End Customers may opt out of SMS communications at any time by replying **STOP** to any message received. Upon receipt of a STOP message, no further SMS messages will be sent to that number, except for a single confirmation of the opt-out request. To re-enroll, reply **START**.

4.5 Help

For assistance, End Customers may reply **HELP** to any message or contact their dealer directly.

4.6 Supported Carriers

Supported carriers include, but are not limited to, AT&T, Verizon, T-Mobile, Sprint, and major regional carriers. Carrier support is not guaranteed for all service providers.

5. Dealer Obligations

Dealers using the Service agree to:

- Maintain accurate and up-to-date customer records within the platform.
- Obtain all required consents from End Customers prior to enrolling them in SMS communications, in compliance with the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, and applicable state laws.
- Use the Service solely for legitimate transactional, service, and informational purposes related to outdoor power equipment sales and service.
- Refrain from using the Service to send unsolicited, deceptive, or harassing communications.
- Promptly honor all customer opt-out requests and not re-enroll customers who have opted out without their renewed express consent.
- Maintain a publicly accessible privacy policy on their own website disclosing their SMS practices.

6. Prohibited Uses

You agree not to use the Service to:

- Transmit spam, bulk unsolicited messages, or commercial promotions not related to the dealer's outdoor power equipment business.
- Impersonate any person, entity, or dealer.
- Interfere with or disrupt the integrity or performance of the Service or related infrastructure.
- Attempt to gain unauthorized access to the Service, accounts, or data belonging to other users.
- Harvest or collect End Customer data for purposes outside the scope of dealer operations.
- Violate any applicable federal, state, or local law or regulation.
- Engage in any activity that could expose Leviathan Consulting Group to legal liability.

7. Intellectual Property

All content, software, technology, trademarks, service marks, trade names, and logos associated with the Lizzy Connect platform are the exclusive property of Leviathan Consulting Group or its licensors. Nothing in these Terms grants you any right, title, or interest in the Company's intellectual property. You may not reproduce, modify, distribute, or create derivative works from any portion of the Service without prior written consent from Leviathan Consulting Group.

8. Third-Party Services and Integrations

The Service integrates with third-party providers including, but not limited to, Twilio (SMS delivery), Amazon Web Services (cloud infrastructure), and dealer management systems (e.g., Lizzy DMS / Nizex). Leviathan Consulting Group is not responsible for the performance, availability, or practices of third-party providers. Your use of third-party services is governed by their respective terms and privacy policies.

9. Disclaimers

9.1 As-Is Service

The Service is provided “as is” and “as available” without warranties of any kind, either express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement. Leviathan Consulting Group does not warrant that the Service will be uninterrupted, error-free, or free of viruses or other harmful components.

9.2 No Warranty on Parts or Service Information

Parts availability, pricing, and estimated service hours communicated through the platform are based on dealer-supplied data and third-party inventory feeds. Leviathan Consulting Group makes no representation as to the accuracy of this information and disclaims all liability for errors or omissions.

9.3 Carrier Reliability

SMS delivery is subject to carrier availability and network conditions. Leviathan Consulting Group does not guarantee delivery of any SMS message.

10. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Leviathan Consulting Group, its officers, directors, employees, agents, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, goodwill, or business interruption, arising out of or in connection with your use of or inability to use the Service, even if advised of the possibility of such damages.

In no event shall Leviathan Consulting Group's total liability to you for all claims relating to the Service exceed the greater of (a) the amount paid by you to Leviathan Consulting Group in the twelve (12) months preceding the claim, or (b) one hundred dollars (\$100.00).

11. Indemnification

You agree to defend, indemnify, and hold harmless Leviathan Consulting Group and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms, your use of the Service, or your violation of any applicable law or regulation.

12. Termination

Leviathan Consulting Group reserves the right to suspend or terminate your access to the Service at any time, with or without notice, for any reason, including violation of these Terms. Upon termination, all licenses granted to you under these Terms will immediately cease. Provisions that by their nature should survive termination (including intellectual property, limitation of liability, and indemnification) will survive.

13. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of **California**, without regard to its conflict of law provisions. Any dispute arising out of or relating to these Terms or the Service shall be resolved through binding arbitration administered under the rules of the American Arbitration Association (AAA), except that either party may seek injunctive or equitable relief in a court of competent jurisdiction. **You waive any right to a jury trial or to participate in a class action lawsuit.**

14. Changes to Terms

Leviathan Consulting Group reserves the right to modify these Terms at any time. Changes will be effective upon posting to the Company's website or notifying Dealer Accounts via the administrative portal. Continued use of the Service after such changes constitutes acceptance of the revised Terms.

15. Contact Information

Leviathan Consulting Group

Email: admin@leviathanconsultinggroup.com

Website: <https://leviathanconsultinggroup.com>