

Terms of Service

5FT View Consulting, LLC

Last Updated: April 4, 2026

1. Agreement to Terms

By accessing or using the website located at <https://5ftview.com/> and any associated client portals, web applications, or online features we make available (collectively, the "Platform"), you agree to be bound by these Terms of Service ("Terms"). These Terms govern your use of the Platform only and do not govern any separate consulting, advisory, or other professional services that may be provided to you under a separate written agreement.

If you do not agree to these Terms, please do not use the Platform.

These Terms apply to all visitors, users, clients, and others who access or use the Platform. By continuing to access or use the Platform, you confirm that you have read, understood, and agreed to these Terms.

2. Description of Services

The Platform provides online tools and functionality that may include, without limitation, lead capture forms, landing pages, client portals, scheduling tools, email and SMS messaging, voicemail, and other communication, automation, and customer relationship management features (collectively, the "Platform Services"). The Platform Services are provided to help you manage and communicate with your contacts and to support your interactions with 5FT View Consulting, LLC.

We use Caldor CRM— a white-labeled platform built on and powered by GoHighLevel (GHL) as our customer relationship management and marketing automation platform to power certain Platform Services, such as client communications, scheduling, automation, and follow-up. GHL functions as a sub-processor of personal data processed through these Platform Services. Through the Platform, you may receive or send emails, phone calls, voicemails, and SMS text messages as part of your use of the Platform Services. Your use of features powered by this platform infrastructure may be subject to GHL's terms of service and privacy policy, available at <https://www.gohighlevel.com/privacy-policy>.

We also use Stripe as our third-party payment processor for subscription and transaction processing. Your use of payment features may be subject to Stripe's terms of service and privacy policy, available at <https://stripe.com/privacy>.

Any fractional consulting, strategic guidance, operational support, advisory services, or other professional services provided by 5FT View Consulting, LLC are governed by a separate written agreement (such as a master services agreement, statement of work, or proposal) between you and 5FT View Consulting, LLC. Those consulting and professional services are not governed by these Terms except to the extent expressly stated in such separate agreement.

3. User Responsibilities

By using our Site or services, you agree to:

- Provide accurate, current, and complete information when submitting forms or scheduling consultations
- Maintain the confidentiality of any login credentials or account information
- Notify us promptly of any unauthorized use of your information
- Use our services only for lawful purposes and in accordance with these Terms
- Not misrepresent your identity or affiliation with any person or organization

You are responsible for ensuring that any information you provide to us is truthful and up to date. We are not liable for any issues arising from inaccurate information provided by you.

4. Acceptable Use

You agree not to use our Site or services to:

- Violate any applicable local, state, national, or international law or regulation
- Transmit any unsolicited or unauthorized advertising or promotional material
- Impersonate any person or entity or falsely state your affiliation with any person or entity
- Interfere with or disrupt the integrity or performance of our services

- Attempt to gain unauthorized access to any systems or networks connected to our Site
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site

We reserve the right to terminate access to our services for any user who violates these acceptable use standards.

5. SMS Messaging Terms

Text Messaging Program Terms

5FT View Consulting, LLC offers SMS text messaging as a communication channel for clients who have opted in to receive messages. SMS messages are delivered through our Platform Services, which are powered by Caldor CRM/GoHighLevel infrastructure. The following terms govern our SMS messaging program.

Types of Messages: When you opt in to receive SMS messages from 5FT View Consulting, LLC, you will receive consultation scheduling messages, including appointment confirmations, scheduling reminders, and related updates regarding your consultations with our team.

Opt-Out Instructions: You can cancel the SMS service at any time. Just text "STOP" to 888-996-0558. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

Help Instructions: If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at info@5ftview.com or by calling 800-111-1111.

Carrier Liability Disclaimer: Carriers are not liable for delayed or undelivered messages.

Message & Data Rates: Message and data rates may apply for any messages sent to you from us and to us from you.

Message Frequency: You will receive messages on a daily, weekly, or monthly basis depending on your consultation schedule and engagement with our services. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

No Sharing for Third-Party Marketing: We do not sell, rent, or share your phone number or SMS opt-in data with third parties for their own marketing purposes.

Privacy Policy: If you have any questions regarding privacy, please read our Privacy Policy at <https://5ftview.com/privacy-policy>.

6. Payments, Subscriptions & Billing

Access to and use of certain features of the Platform and Platform Services may be subject to subscription fees or other charges as set forth in a separate order form, online checkout, or subscription plan presented to you at the time of sign-up (collectively, "Platform Fees"). By subscribing to or otherwise accessing any paid features of the Platform, you agree to pay all applicable Platform Fees in accordance with the pricing, billing, and payment terms disclosed at the time of purchase or enrollment.

6.1 Subscriptions and Auto-Renewal

Certain Platform Services are offered on a recurring subscription basis (each, a "Subscription"). When you purchase a Subscription, you will be charged the Subscription fee in advance for the applicable billing period (for example, monthly or annually, as specified at the time of purchase). Unless otherwise stated, Subscriptions will automatically renew at the end of each billing period for an additional period of the same length, at the then-current price, unless you cancel your Subscription before the renewal date.

You may cancel your Subscription at any time through your account settings (if available) or by contacting us using the contact information provided in these Terms. If you cancel, your Subscription will remain active until the end of the then-current billing period, and you will not be charged for future billing periods, unless otherwise stated at the time of purchase.

6.2 Payment Methods and Stripe

You must provide a valid payment method (such as a credit or debit card) to purchase a Subscription or any other paid Platform Services. By submitting payment information, you represent and warrant that you are authorized to use the designated payment method and you authorize us (and our third-party payment processors) to charge that payment method for all Platform Fees and any applicable taxes.

We use Stripe to process Platform Fees. Stripe is a third-party payment processor subject to its own terms of service (<https://stripe.com/legal>) and privacy policy

(<https://stripe.com/privacy>) and operates in compliance with applicable payment card industry security standards (PCI DSS). You acknowledge and agree that your use of Stripe may be subject to those additional terms, and that we are not responsible for any errors or acts or omissions of Stripe. We do not collect or store your full credit card number; such information is provided directly to Stripe and is handled by them in accordance with their security standards.

6.3 Failed Payments and Suspension

All Platform Fees are due as specified in the applicable order form, online checkout, or Subscription plan. If a payment is declined, fails, or is otherwise not successfully processed, we may, without liability to you, suspend or terminate your access to the Platform and Platform Services (or specific paid features) until all outstanding amounts are paid in full. You remain responsible for any amounts not successfully collected.

6.4 Refunds and Changes to Fees

Unless otherwise stated at the time of purchase or required by applicable law, all Platform Fees (including Subscription fees) are non-refundable. This includes situations where you cancel your Subscription before the end of the current billing period.

We reserve the right to modify our pricing and Platform Fees at any time. For active Subscriptions, we will provide reasonable advance notice of any material price increase, and the new fees will apply beginning with the next billing period following the effective date of the price change. Your continued use of the Subscription after the price change becomes effective constitutes your agreement to pay the updated fees.

Fees for consulting, advisory, or other professional services provided by 5FT View Consulting, LLC (if any) will be set forth in a separate written agreement between you and 5FT View Consulting, LLC, and will be billed and governed exclusively by the terms of that separate agreement. These Terms apply only to Platform Fees.

7. Intellectual Property

All content on this Site, including but not limited to text, graphics, logos, images, and software, is the property of 5FT View Consulting, LLC or its content suppliers and is protected by applicable intellectual property laws.

You may not reproduce, distribute, modify, create derivative works of, publicly display, or exploit any content from our Site without our prior written consent. Nothing in these Terms grants you any right or license to use our intellectual property.

8. Disclaimers

Our services and Site are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. 5FT View Consulting, LLC does not warrant that the Site will be uninterrupted or error-free.

We make no representations or warranties regarding the availability, reliability, or performance of third-party platforms used to deliver the Platform Services, including Caldor Dynamics CRM, GoHighLevel, or Stripe.

9. Limitation of Liability

To the fullest extent permitted by applicable law, 5FT View Consulting, LLC and its members, officers, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of our services or Site, even if we have been advised of the possibility of such damages. This limitation of liability applies equally to any damages arising from the acts or omissions of third-party platforms and sub-processors, including GoHighLevel and Stripe.

10. Indemnification

You agree to defend, indemnify, and hold harmless 5FT View Consulting, LLC and its members, officers, employees, and agents from and against any claims, damages, obligations, losses, liabilities, costs, or expenses arising from:

- Your use of or access to our services or Site
- Your violation of these Terms
- Your violation of any third-party rights, including intellectual property rights
- Any content you submit or transmit through our services

11. Termination

We reserve the right to suspend or terminate your access to our services at our sole discretion, with or without notice, for conduct that we believe violates these Terms or is harmful to other users, us, third parties, or for any other reason.

Upon termination, your right to use our services will immediately cease. Provisions of these Terms that by their nature should survive termination shall survive, including but not limited to intellectual property provisions, disclaimers, indemnification, and limitations of liability.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law provisions. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Montgomery County, Maryland.

13. Changes to Terms

We reserve the right to modify these Terms at any time. When we make changes, we will update the "Last Updated" date at the top of this document. Your continued use of our Site or services after any changes constitutes your acceptance of the revised Terms.

We encourage you to review these Terms periodically to stay informed of any updates.

14. Contact Information

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

5FT View Consulting, LLC 10325 Kensington Parkway #28 Kensington, MD 20895

Email: info@5ftview.com

Phone: 888-996-0558

Website: <https://5ftview.com/>