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# TERMS OF USE

**EliteNow Consulting LLC**

*[elitenowconsulting.com](http://elitenowconsulting.com)*

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## 1. Acceptance of Terms

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Welcome to the EliteNow Consulting website located at [elitenowconsulting.com](http://elitenowconsulting.com) (the “Site”). The Site is owned and operated by EliteNow Consulting LLC (“EliteNow,” “EliteNow Consulting,” “we,” “our,” or “us”). By accessing or using the Site in any manner, you (“User” or “you”) acknowledge that you have read, understood, and agree to be bound by these Terms of Use (“Terms”) and our Privacy Policy, which is incorporated herein by reference.

**IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE.**

We reserve the right to modify these Terms at any time. Changes will be effective upon posting to the Site with an updated effective date. Your continued use of the Site following any changes constitutes your acceptance of the revised Terms. We encourage you to review these Terms periodically.

## 2. Use of the Site

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### 2.1 Permitted Use

You may access and use the Site solely for lawful purposes and in accordance with these Terms. The Site is intended for business and professional audiences seeking information about EliteNow Consulting’s technical consulting services.

### 2.2 Prohibited Conduct

You agree not to:

- Use the Site for any unlawful purpose or in violation of any applicable federal, state, or local law or regulation
- Attempt to gain unauthorized access to any part of the Site, our servers, or any system or network connected to the Site
- Transmit any harmful, offensive, defamatory, or otherwise objectionable content through the Site
- Use any automated tools, bots, scrapers, or data mining techniques to access or collect information from the Site without our prior written consent
- Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site or its content for any commercial purpose without our express written permission
- Introduce viruses, malware, or any other harmful code or technology to the Site
- Impersonate EliteNow Consulting, our employees, or any other person or entity
- Interfere with or disrupt the integrity or performance of the Site

### 2.3 Site Availability

We do not guarantee that the Site will be available at all times. We may suspend, restrict, or terminate access to the Site at any time without notice for maintenance, security, or other reasons. We are not liable for any inconvenience or harm resulting from Site downtime or unavailability.

## 3. Informational Content & No Professional Advice

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The content published on this Site, including text, graphics, service descriptions, and case studies, is provided for general informational and marketing purposes only.

**NOTHING ON THIS SITE CONSTITUTES PROFESSIONAL, TECHNICAL, LEGAL, FINANCIAL, OR OTHER SPECIALIZED ADVICE. The information on this Site does not create any professional relationship between you and EliteNow Consulting LLC. You should not rely on Site content as a substitute for professional consultation tailored to your specific situation.**

Use of or reliance on any information provided on this Site is solely at your own risk.

## 4. Performance Claims & Results Disclaimer

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The Site includes references to specific performance outcomes achieved for past clients, including but not limited to:

- 30% average reduction in ticket volume
- 40% reduction in Mean Time to Resolve (MTTR)
- Increase in Net Promoter Score (NPS) of +46
- 12-week implementation timelines
- 100% Out-of-the-Box (OOTB) alignment

**RESULTS DISCLAIMER: The performance figures and outcomes referenced on this Site reflect results achieved for specific clients in specific circumstances and are not guarantees of future results. Individual results will vary based on organizational size, existing infrastructure, implementation complexity, client engagement, and other factors unique to each engagement. Past performance is not indicative of future outcomes. No guarantee, warranty, or representation is made that any client will achieve similar results.**

EliteNow Consulting makes no representation that any prospective client will achieve the same or similar results. All project outcomes depend on factors within and outside our control, including client cooperation, third-party platforms, and organizational readiness.

## 5. Client Testimonials & Case Studies

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The Site features testimonials and case study data from past clients. These reflect the genuine experiences of those clients and are used with their permission. They are not intended as guarantees of outcomes for other clients.

## 6. Intellectual Property

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### 6.1 EliteNow Consulting IP

All content on the Site — including text, graphics, logos, icons, images, page design, and the “Configuration First” methodology description — is the property of EliteNow Consulting or its content suppliers and is protected by applicable United States and international copyright, trademark, and other intellectual property laws.

The EliteNow Consulting name, logo, and all related product and service names, design marks, and slogans (“EliteNow Marks”) are trademarks or service marks of EliteNow Consulting. You may not use EliteNow Marks without our prior written permission.

### 6.2 Limited License to Use the Site

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site solely for your personal or internal business evaluation purposes in accordance with these Terms. This license does not include the right to: (a) reproduce, distribute, or publicly display Site content; (b) modify or create derivative works; (c) use data mining or similar data gathering tools; or (d) use the Site or its content for any commercial purpose.

### 6.3 Third-Party IP

## Terms of Use

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The Site may reference third-party products, services, and trademarks (including ServiceNow®, Microsoft Azure®, Jira®, Slack®, and Okta®). All third-party marks are the property of their respective owners. Reference to any third-party product or service does not constitute or imply endorsement, sponsorship, or recommendation by EliteNow Consulting, nor does it imply any affiliation between EliteNow Consulting and those third parties.

## 7. Disclaimers of Warranties

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**THE SITE AND ALL CONTENT, MATERIALS, AND INFORMATION ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ELITENOW CONSULTING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

**ELITENOW CONSULTING DOES NOT WARRANT THAT: (A) THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (B) THE RESULTS OBTAINED FROM USE OF THE SITE WILL BE ACCURATE OR RELIABLE; (C) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; OR (D) ANY ERRORS IN THE SITE WILL BE CORRECTED.**

## 8. Limitation of Liability

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**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ELITENOW CONSULTING, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SITE OR ITS CONTENT, EVEN IF ELITENOW CONSULTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IN NO EVENT SHALL ELITENOW CONSULTING'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO YOUR USE OF THE SITE EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).**

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability for certain types of damages. In such jurisdictions, EliteNow Consulting's liability is limited to the maximum extent permitted by law.

## 9. Third-Party Links & Integrations

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The Site contains links to third-party websites and services, including Google Calendar for scheduling discovery calls. These links are provided for your convenience only. EliteNow Consulting has no control over the content, privacy practices, or policies of third-party sites and accepts no responsibility for them.

## Terms of Use

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The inclusion of any link does not imply endorsement by EliteNow Consulting of the linked site. Your use of any third-party site is at your own risk and subject to that site's terms and privacy policy. We encourage you to review those policies before providing any personal information.

## 10. Certifications & Professional Credentials

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EliteNow Consulting personnel hold the following professional certifications as of the date indicated on the Site:

- ServiceNow Certified System Administrator (CSA)
- ITIL v4 Foundations

Professional certifications are subject to renewal and expiration. We endeavor to keep certification information current. Nothing in the display of certifications on the Site constitutes a guarantee of service quality or outcome.

## 11. Indemnification

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You agree to defend, indemnify, and hold harmless EliteNow Consulting and its officers, directors, employees, contractors, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (a) your use of or access to the Site; (b) your violation of these Terms; (c) your violation of any third-party right, including any intellectual property or privacy right; or (d) any content you submit through the Site.

## 12. Governing Law & Dispute Resolution

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These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles.

Any dispute arising out of or relating to these Terms or your use of the Site shall be resolved exclusively in the state or federal courts located in Placer County, California. You hereby consent to the personal jurisdiction of those courts and waive any objection to venue in Placer County.

## 13. Privacy

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Your use of the Site is also governed by our Privacy Policy, available at [elitenowconsulting.com/privacy-policy](https://elitenowconsulting.com/privacy-policy), which is incorporated into these Terms by this reference. By using the Site, you consent to the collection and use of your information as described in the Privacy Policy.

## 14. Termination of Access

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We reserve the right, in our sole discretion, to terminate or suspend your access to all or any part of the Site at any time, with or without notice, for any reason, including if we believe you have violated these Terms. All provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnification, and limitations of liability.

## 15. General Provisions

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### 15.1 Entire Agreement

## Terms of Use

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These Terms, together with the Privacy Policy, constitute the entire agreement between you and EliteNow Consulting with respect to your use of the Site and supersede all prior or contemporaneous communications and proposals.

### 15.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and all other provisions shall remain in full force and effect.

### 15.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

### 15.4 No Agency

Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship between you and EliteNow Consulting.

### 15.5 Contact

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

<b>Business</b>	EliteNow Consulting LLC
<b>Contact</b>	Jenn Pais
<b>Email</b>	partners@elitenowconsulting.com
<b>Phone</b>	619-800-4731
<b>Address</b>	2520 Venture Oaks Way, Suite 120, Sacramento, CA, 95833.