

Here is your updated Terms of Service with Waveclosers.com , WaveClosers , and TheHospitalityWorker.com properly incorporated throughout in a clean, legally consistent way:

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## Terms of Service

Waveclosers.com & TheHospitalityWorker.com

Effective Date: 03/01/2026

These Terms of Service (“Terms”) govern your access to and use of the websites Waveclosers.com and TheHospitalityWorker.com , including all services, applications, software, communications tools, and related functionality (collectively, the “Service”) operated by Fairlyeven, LLC .

By accessing either website, creating an account, submitting information, or otherwise using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you must not use the Service.

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### 1. Electronic Communications

When you communicate with Waveclosers or TheHospitalityWorker electronically, you consent to receive communications from us including:

- Emails
- Platform notifications
- SMS messages where consent has been provided
- Phone calls
- A.I. phone calls
- Service announcements

These communications satisfy any legal requirement that communications be in writing.

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### 2. Description of the Service

Waveclosers and TheHospitalityWorker provide platforms designed to facilitate:

- Merchant acquisition
- Business lead generation
- Hospitality workforce connections and opportunities
- Marketing and outreach tools
- Sales pipeline management
- Business communication and engagement tools
- Sales agent and workforce training

We may modify or discontinue any part of the Service at any time without notice.

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### 3. Eligibility

By using the Service you represent that:

- You are at least 18 years old
- You have authority to enter legally binding agreements
- Your use complies with applicable laws

Fairlyeven, LLC may refuse service at its sole discretion.

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### 4. Account Registration and Security

You agree to:

- Provide accurate and complete information
- Maintain updated account details
- Keep login credentials secure
- Notify us immediately of unauthorized access

You are responsible for all activity under your account.

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### 5. Lead & Opportunity Ownership

All merchant leads, hospitality job opportunities, introductions, contacts, and business opportunities made available through the Service are proprietary assets of Waveclosers and TheHospitalityWorker.

Users may not:

- Copy or export lead or opportunity data
- Resell or distribute leads or job opportunities
- Share such information with third parties

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### 6. Lead Registration and Timestamp Ownership

The platform maintains records identifying:

- The user account receiving each lead or opportunity
- Timestamp of introduction
- Interaction history

These records serve as official documentation in disputes.

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### 7. Non-Solicitation

Users agree not to solicit, recruit, contact, or contract with:

Merchants  
Employers  
Workers  
Leads or opportunities

introduced through the platform outside of the Service.

This restriction remains active during use of the Service and for 24 months after termination .

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#### 8. Anti-Circumvention

Users may not attempt to bypass the platform to:

Engage merchants, employers, or workers directly  
Avoid platform fees or commissions  
Conduct transactions outside the platform

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#### 9. Exclusivity

All opportunities made available through Waveclosers and TheHospitalityWorker are exclusive to the platform and must be handled within it.

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#### 10. Broker and Agent Restrictions

Users may not represent themselves as:

Employees of Waveclosers or TheHospitalityWorker  
Authorized agents  
Official representatives

unless explicitly authorized in writing.

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#### 11. Theft & Liquidated Damages

Unauthorized engagement with merchants, employers, or workers introduced through the Service constitutes theft.

Each violation may result in liquidated damages of \$100,000 per violation , or the maximum allowed by law.

We reserve the right to pursue additional remedies including recovery of profits and legal costs.

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#### 12. Confidentiality and Non-Disclosure

Users may access confidential information including:

- Business relationships
- Pricing models
- Workforce data
- Marketing strategies
- Operational processes
- Platform technology

Users must maintain confidentiality for five (5) years after termination .

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### 13. Intellectual Property

All content on Waveclosers.com and TheHospitalityWorker.com — including text, graphics, logos, software, and databases — is the exclusive property of Fairlyeven, LLC .

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### 14. Use License

Users receive a limited, non-exclusive, revocable license to use the Service for lawful purposes only.

You may not reproduce, duplicate, or exploit any part of the Service without written permission.

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### 15. User Content and Data

Users may submit:

- Contact lists
- Merchant or employer data
- Worker profiles
- Messages
- Media content

Fairlyeven, LLC receives a broad license to process and use such data for operating and improving the Service.

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### 16. Submissions

We may review, edit, or remove user content at our discretion. We are not responsible for the accuracy of user submissions.

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### 17. Prohibited Conduct

Users may not:

- Scrape platform data
- Use bots or automation
- Reverse engineer software
- Upload malicious code
- Interfere with platform security

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## 18. Subscription Services and Payments

Certain features may require payment:

- Subscriptions may automatically renew
- Fees are billed per selected plan
- Payments are generally non-refundable

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## 19. Free Trial

Free trials may expire automatically. Data may be deleted after a reasonable period.

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## 20. Email Communications

Emails may be used for:

- Account notifications
- Platform updates
- Service announcements

Users may unsubscribe from marketing emails.

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## 21. SMS Messaging Terms

Users who provide phone numbers may receive SMS communications. You may opt out by replying STOP .

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## 22. Copyright (DMCA)

If you believe your copyright is infringed, send a notice including:

- Description of the work
- Location of the content
- Your contact information
- A statement under penalty of perjury

Send notices to:  
[william@fairlyeven.com](mailto:william@fairlyeven.com)

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### 23. Third-Party Websites

We may link to third-party websites but do not control them. Use them at your own risk.

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### 24. Disclaimer of Warranties

The Service is provided “as is” and “as available.”

We make no guarantees regarding:

- Success
- Earnings
- Employment outcomes
- Platform uptime

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### 25. Limitation of Liability

We are not liable for:

- Indirect damages
- Lost profits
- Lost data
- Business interruption

Total liability shall not exceed the amount paid by the user in the prior 12 months .

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### 26. Indemnification

You agree to indemnify Fairlyeven, LLC against claims arising from:

- Misuse of the Service
- Violation of these Terms

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### 27. Termination

We may suspend or terminate accounts at any time for violations.

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### 28. Independent Contractors

Nothing in these Terms creates an employment or partnership relationship.

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### 29. Governing Law

These Terms are governed by the laws of the State of New York, United States .

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### 30. Notices

Notices may be delivered via:

- Email
- Platform notifications
- Website forms
- Certified mail

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### 31. Entire Agreement

These Terms constitute the entire agreement between you and Fairlyeven, LLC.

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### 32. Amendments

We may update these Terms at any time. Continued use of the Service constitutes acceptance of changes.

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### 33. Contact Information

Fairlyeven, LLC  
37 W 26th Street  
New York, NY 10010  
United States

Email: [william@fairlyeven.com](mailto:william@fairlyeven.com)

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If you want, I can next:

- Split this into two separate TOS (one per site) for cleaner legal separation
- Add a privacy policy + TCPA-compliant SMS consent language (important for AI calls)
- Or tighten enforcement language (e.g., make it more aggressive for collections/litigation)