

Terms of Service

LEWIS RETAIL GROUP LLC dba LEWIS BUSINESS ACUMEN

Effective Date: February 22, 2026

Thank you for choosing Lewis Business Acumen. These Terms of Service ('Terms') govern your use of all coaching programs, consulting engagements, subscription services, digital products, specialized advisory programs, and access to the LBBA Coaching Portal. By accessing or using our services, you agree to be bound by these Terms in their entirety. Your use of our services is also governed by our **Privacy Policy**, which is incorporated into these Terms by reference and is available at www.letjameshelp.com and within the LBBA Coaching Portal.

1. SERVICE DESCRIPTION

1.1 The Core Coaching Program - The 7 Rules of Business Acumen

The foundation of every LBBA program is the 7 Rules of Business Acumen - a structured leadership and operations framework built on 20+ years of Fortune 100 executive experience. This core coaching program is delivered as part of the Executive Standard (Level 1) and is included in all higher program levels.

- Rule 1: Values - The core beliefs that drive business excellence
- Rule 2: Process - The formula that solves business problems and produces consistency
- Rule 3: Teams - Building and leading high-performing organizations
- Rule 4: Competencies - Developing leadership and business competencies
- Rule 5: Data-Driven Decisions - Using data to guide strategy and remove emotion from decisions
- Rule 6: Planning - Strategic planning for growth and sustainability
- Rule 7: Accountability - Systems and structures that drive consistent execution

1.2 Program Delivery - The Sprint Model

The 7 Rules program is delivered in a Sprint format, typically spanning eight (8) to ten (10) weeks. Each Sprint week is dedicated to one of the seven Rules pillars, with a dual focus on instruction and real-time business execution. The Sprint structure includes:

- Weekly live coaching sessions (video conference) covering the Rule assigned to that week
- A business application task assigned to the client to be identified and executed within their own operation
- A review and debrief of the prior week's execution at the start of each subsequent session
- Access to supporting materials, tools, and curriculum through the LBBA Coaching Portal

1.3 Program Levels - The Strategic Growth Ladder

LBBA's programs are structured as three (3) cumulative engagement levels. Every level includes the full 7 Rules core coaching program. Programs are best suited for established business owners with \$500,000 or more in annual revenue. LBBA reserves the right to decline enrollment for businesses that do not meet program fit criteria.

- **Level 1 - The Executive Standard (\$7,497):** 'Optimize The Strategy.' The entry-level program. Includes the complete 7 Rules coaching program as an 8-week Strategic Sprint, plus Real Estate Investor Advisory and Business Acquisition Advisory services (Sections 1.6 and 1.7). Core deliverables: Long-to-Short Plan, Financial Dashboard, and Leadership Operating Cadence.

- **Level 2 - The Accelerator Bundle (\$10,497):** 'Leverage The Time.' Includes everything in Level 1, plus a Staffing Bridge component: a vetted Virtual Assistant (20 hrs/week for 8 weeks), Workflow Setup, and a Weekly Scorecard.
- **Level 3 - The Chairman (\$13,497):** 'Codify The Excellence.' Includes everything in Levels 1 and 2, plus a full Systems Build and the Bank Ready Program (Section 1.8). Additional deliverables: Operations Playbook, Process Map with 10-12 SOPs, and Role Scorecards with QA Checklists.

2. THE LBBA COACHING PORTAL

2.1 Portal Access and Account

All enrolled clients receive a Portal account upon program enrollment. Your account provides secure, password-protected access to all Portal features described in this Section. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. Portal access has no expiration date - once enrolled, your access to Portal resources continues indefinitely. LBBA reserves the right to modify, migrate, or discontinue the Portal or any Portal feature with at least thirty (30) days' written notice to active clients, and will make reasonable efforts to preserve or transfer access to your program materials in any such transition.

2.2 Business Profile and Onboarding

Upon account creation, clients complete a structured onboarding questionnaire capturing key business attributes including business description, revenue and profitability, team structure, sales motion, 90-day and 12-month goals, and identified constraints and blockers. This business profile serves as the foundation for your coaching engagement, goal generation, and AI Advisor context. You agree to provide accurate and current information in your business profile. The quality of LBBA's coaching, advisory services, and AI-generated recommendations depends directly on the accuracy of the information you provide.

2.3 Goal Management and Action Item Tracking

The Portal provides a structured goal management system that allows clients to set, track, and execute against business goals tied to LBBA's 7 Rules and 10 Building Blocks frameworks. Features include:

- AI-generated or client-created goals organized by category (Revenue, Sales, Team, Operations, Strategy, Finance, Leadership)
- Milestone-based progress tracking across 30-, 60-, and 90-day checkpoints
- Action item creation with priority levels, due dates, and goal linkages
- Weekly execution scoring tracking completion rates and goal-linked task performance
- Action streak tracking for consistent daily execution

2.4 AI Business Advisor

The Portal includes an AI-powered Business Advisor ('Advisor') that provides real-time, context-aware coaching and guidance based on your business profile, goals, action items, and uploaded documents. The Advisor is powered by a third-party artificial intelligence model and operates within LBBA's coaching framework.

Important limitations you acknowledge and accept by using the Advisor:

- The Advisor is an educational and coaching tool - its outputs are not legal, financial, accounting, tax, or investment advice

- AI-generated responses may contain errors, omissions, or outputs that require human judgment before implementation
- The Advisor does not replace licensed professional advisors; clients should consult qualified professionals before making material business decisions
- Advisor usage is subject to monthly query limits based on your membership tier (see Section 2.7)
- LBBA may update, retrain, or change the underlying AI model at any time without notice
- Conversation history is retained in the Portal and may be used to improve coaching quality

2.5 Document Management

Clients may upload business documents to the Portal (financial statements, contracts, strategic plans, reports, and other business materials) for use in coaching sessions and to enhance AI Advisor responses. By uploading documents, you grant LBBA a limited, non-exclusive license to process, index, and reference those documents solely for the purpose of delivering your coaching and advisory services. You represent and warrant that you have the right to upload any documents you submit, and that doing so does not violate any third-party rights or confidentiality obligations. LBBA will treat uploaded documents as Client Confidential Information under Section 5.

2.6 Community Features and Direct Messaging

The Portal includes community channels, discussion forums, and direct messaging features that allow clients to connect, share progress, and engage with the LBBA community. By using community features, you agree that:

- All posts, comments, and messages must comply with LBBA's professional conduct standards (Section 3.2)
- You will not share confidential, defamatory, harassing, or unlawful content
- LBBA and its designated moderators reserve the right to remove, hide, or restrict any content that violates these Terms or community standards, without notice or refund
- Content you post in community channels may be visible to other enrolled clients
- Direct messages are private between sender and recipient but may be reviewed by LBBA in response to moderation reports or legal obligations
- LBBA may publish weekly accountability prompts and community content for client engagement purposes

2.7 Membership Tiers and Usage Limits

Portal access is available at multiple membership tiers, each with defined AI Advisor query limits and feature access. Tier details are as follows:

- **Free:** Limited access; 5 AI Advisor queries per month
- **Starter:** 25 AI Advisor queries per month
- **Growth (Plus):** 50 AI Advisor queries per month
- **Growth+ (Plus+):** 200 AI Advisor queries per month
- **Executive:** 200 AI Advisor queries per month with expanded features
- **Premium:** Unlimited AI Advisor queries

Query limits reset monthly. Enrolled coaching program clients are assigned a membership tier commensurate with their program level at no additional charge. Standalone Portal subscriptions are available via the Stripe-managed billing system. LBBA reserves the right to adjust tier limits, pricing, and feature access with reasonable advance notice.

2.8 Free Trial

New Portal registrations may receive a free trial period providing temporary access to an elevated membership tier. Free trial access is limited in duration (typically 72 hours from account creation) and is provided 'as-is' with no guarantee of continued access or feature availability. LBBA reserves the right to modify or discontinue free trial offerings at any time.

2.9 Business Planning Module

The Portal may include an optional Business Planning Module that provides a structured, guided workflow for developing a comprehensive business plan. Features include topic-by-topic editing with autosave, AI-assisted drafting, financial modeling (revenue, costs, headcount), KPI calculation (gross margin, CAC, LTV, burn rate, runway), risk matrix tools, and export capabilities (investor one-pager, full plan, financial summary). This module is available to eligible clients and may be gated behind a feature flag. LBBA reserves the right to modify, expand, or restrict access to the Business Planning Module as part of ongoing product development.

2.10 Lifecycle Communications

LBBA uses automated email communications to support client engagement and coaching progress. These include activation reminders, reactivation emails, weekly momentum summaries, feature adoption notices, mini-lesson emails, business status reports, and motivational content. By enrolling, you consent to receive these communications at the email address associated with your Portal account. You may opt out of non-essential communications at any time by contacting james@letjameshelp.com, though certain transactional and account-related emails cannot be opted out of while your account is active.

2.11 Account Suspension and Termination

LBBA reserves the right to suspend or terminate Portal access, without refund, for any of the following reasons: (a) violation of these Terms; (b) failure to pay applicable subscription fees; (c) disruptive, abusive, or inappropriate conduct; (d) fraudulent or unlawful use of the Portal; or (e) any other reason that LBBA determines, in its sole discretion, warrants termination. Upon termination, your right to access the Portal ceases immediately. Data retention following termination is governed by our Privacy Policy. You may request deletion of your account and associated data by contacting james@letjameshelp.com.

3. USER OBLIGATIONS

3.1 Compliance

You agree to use our services for lawful purposes and in a manner that does not infringe upon the rights of others or violate any applicable laws or regulations.

3.2 Professional Conduct

LBBA maintains a professional environment across all coaching interactions, consulting engagements, sessions, and Portal communications. LBBA reserves the right to terminate access, without refund, for any client or team member who engages in disruptive, abusive, or otherwise inappropriate behavior.

3.3 Accuracy of Information

You agree to provide accurate and complete information when enrolling in any program, completing your business profile, or accessing advisory services. The quality and effectiveness of LBBA's services depend significantly on the accuracy of the information you provide.

3.4 Account Security

You are responsible for maintaining the confidentiality of your Portal login credentials and for all activity that occurs under your account. You agree to notify LBBA immediately at james@letjameshelp.com if you suspect any unauthorized access to your account.

4. LIKENESS AND MARKETING

4.1 Marketing Use - Opt-Out Right

By participating in live coaching sessions, group sessions, workshops, or any LBBA program, you grant Lewis Retail Group LLC the right to use your name, image, and likeness captured in recordings for marketing, promotional, and educational purposes. **You may opt out of this grant at any time by providing written notice to james@letjameshelp.com with 'LIKENESS OPT-OUT' in the subject line. Opt-out requests received prior to a session will be honored for that session and all future sessions. Opt-out requests will not require removal of content already published prior to the opt-out date, but will prevent future use.** At enrollment, clients will receive a separate Media Release acknowledgment confirming their consent or opt-out preference.

5. CONFIDENTIALITY

5.1 Client Business Information

In the course of delivering coaching, consulting, and advisory services, LBBA will have access to confidential business information belonging to the client, including but not limited to financial data, business strategies, operational details, and credit and legal information ('Client Confidential Information'). LBBA agrees to: (a) hold Client Confidential Information in strict confidence; (b) not disclose Client Confidential Information to any third party except as necessary to deliver the contracted services, as required by law, or with the client's written consent; and (c) use Client Confidential Information solely for the purpose of providing LBBA services.

5.2 Exclusions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no act of LBBA; (b) was already known to LBBA prior to disclosure; (c) is independently developed by LBBA without reference to the client's information; or (d) is required to be disclosed by law, regulation, or court order, provided LBBA gives reasonable advance notice where permitted.

6. DATA PRIVACY

6.1 Privacy Policy Incorporation

Your use of LBBA services is subject to our Privacy Policy, which is incorporated into these Terms by reference. The Privacy Policy describes how we collect, use, store, and protect your personal information, including business data shared during coaching sessions, payment information, Portal usage data, and recorded session media. The Privacy Policy is available at www.letjameshelp.com and within the LBBA Coaching Portal. By accepting these Terms, you acknowledge that you have read and agree to the Privacy Policy.

6.2 California Residents (CCPA)

If you are a California resident, you have rights under the California Consumer Privacy Act (CCPA), including the right to know what personal information we collect, the right to request deletion, and the right to opt out of the sale of personal information. LBBA does not sell personal information. To exercise your CCPA rights, contact james@letjameshelp.com.

6.3 Consent to Data Collection and Processing

By enrolling in any LBBA program and accepting these Terms, you expressly consent to: (a) the collection and processing of your personal and business information as described in the Privacy Policy; (b) the recording of coaching sessions for program delivery, quality assurance, and, where you have not opted out under Section 4.1, marketing purposes; (c) the transfer and storage of your data on servers located in the United States; and (d) the processing of your uploaded documents and business profile data by LBBA's AI systems to deliver coaching services.

7. ADVISORY SERVICES

7.1 Real Estate Investor Advisory - Included in the Executive Standard

Real estate advisory services are included as part of the Executive Standard (Level 1 and above) for clients who are active real estate investors or pursuing real estate investment as part of their strategy. Services include deal sourcing and analysis, contractor referrals (provided as a resource only - LBBA assumes no liability for contractor performance, project outcomes, or damages arising from contractor engagements), and financing guidance (educational and advisory only; LBBA is not a licensed mortgage broker, lender, or financial advisor). These services do not guarantee that any deal will close, financing will be secured, or any investment will be profitable. All investment decisions remain solely the responsibility of the client.

7.2 Business Acquisition Advisory - Included in the Executive Standard

Business acquisition advisory services are included as part of the Executive Standard (Level 1 and above). Services include business valuation analysis, operational assessment, risk and opportunity analysis, and development of a structured pros/cons framework to support purchase decisions. These services are informational and educational in nature. LBBA is not a licensed business broker, CPA, attorney, or investment advisor. Nothing provided constitutes legal, financial, accounting, or investment advice. Clients are strongly encouraged to retain appropriately licensed professionals for legal and financial due diligence prior to completing any acquisition.

7.3 Bank Ready Program - Included in The Chairman (Level 3)

The Bank Ready Program is a done-for-you implementation service included exclusively at Level 3. Services include Business Profile Setup (Google Business Profile, DUNS number, NAV business credit profile), a Business Credit and Compliance Audit, and Implementation of Required Changes. LBBA does not guarantee that completion of the Bank Ready Program will result in loan approval, credit line approval, or any specific financing outcome. Lending and credit decisions are made solely by financial institutions based on their own criteria and are outside LBBA's control.

8. PAYMENT AND REFUND POLICY

CANCELLATION WINDOW: You may cancel your enrollment and receive a full refund within seventy-two (72) hours of payment, provided that no coaching session, onboarding call, or Portal access has occurred. To request a cancellation within this window, you must send written notice to james@letjameshelp.com with 'CANCELLATION REQUEST' in the subject line. After the 72-hour window has passed, or after any coaching session, onboarding call, or Portal access has occurred (whichever comes first), ALL FEES ARE NON-REFUNDABLE.

By enrolling in any LBBA program, you acknowledge and agree that: (a) program fees are due as specified at the time of enrollment; (b) LBBA does not offer partial refunds, pro-rated refunds, or credits toward future services outside the cancellation window above; (c) in the event of termination by LBBA due to a violation of these Terms, no refund will be issued; and (d) if you enroll in a payment plan, you remain obligated for all installments

regardless of your continued participation. Missed installment payments may result in suspension of Portal access and program services until the account is made current. If you have questions about whether an LBBA program is the right fit before enrolling, you are encouraged to schedule a Fit Call at www.letjameshelp.com.

9. INTELLECTUAL PROPERTY

All materials provided by LBBA - including the '7 Rules of Business Acumen' framework, the 10 Building Blocks evaluation system, Sprint curriculum, Operations Playbooks, SOPs, recorded coaching sessions, Portal content, AI Advisor outputs generated using LBBA's proprietary frameworks, course materials, and any excerpts from upcoming publications - are the exclusive intellectual property of Lewis Retail Group LLC. You are granted a limited, non-transferable license for your personal or internal business use only. Redistribution, resale, sublicensing, or unauthorized sharing of any LBBA materials is strictly prohibited.

10. DISCLAIMERS AND LIMITATION OF LIABILITY

10.1 No Guarantees

LBBA provides educational frameworks, coaching, consulting, and advisory services for informational and developmental purposes only. We do not guarantee specific financial results, business growth, deal closings, investment returns, or any other business outcomes. Results depend entirely on individual implementation, business conditions, market factors, and other variables outside LBBA's control.

10.2 AI Advisor Disclaimer

The AI Advisor is provided 'as-is' for educational and coaching support purposes. LBBA does not warrant that AI-generated outputs are accurate, complete, current, or suitable for any particular purpose. AI outputs are not a substitute for professional legal, financial, tax, or business advice. LBBA expressly disclaims liability for any decisions made in reliance on AI Advisor outputs.

10.3 Advisory Services Disclaimer

The Real Estate Investor Advisory Program and the Business Acquisition Advisory Program are advisory and educational services only. Nothing provided through these programs constitutes licensed financial advice, legal advice, accounting advice, mortgage brokerage services, or securities advice. Clients are solely responsible for their own investment and acquisition decisions.

10.4 Limitation of Liability

Lewis Retail Group LLC and its affiliates, officers, employees, and agents shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or related to your use of LBBA services, the Portal, the AI Advisor, or any advisory program, including but not limited to lost profits, investment losses, business interruption, or reliance on coaching, consulting, AI-generated, or advisory guidance provided. In no event shall LBBA's total liability exceed the fees paid by you for the specific program giving rise to the claim.

11. DISPUTE RESOLUTION AND ARBITRATION

11.1 Mandatory Arbitration

ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF LBBA SERVICES SHALL BE DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) UNDER ITS COMMERCIAL ARBITRATION RULES. The arbitration shall be conducted by a single arbitrator in Tucson, Arizona, or via video conference if mutually agreed. Judgment on the award rendered by the arbitrator may be entered in any court of

competent jurisdiction.

11.2 Class Action Waiver

YOU AND LBBA EACH WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. All disputes must be brought in your individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding.

11.3 Informal Resolution First

Before initiating arbitration, both parties agree to attempt to resolve any dispute through informal negotiation for thirty (30) days following written notice of the dispute. If informal negotiation fails, either party may then initiate arbitration as described in Section 11.1.

11.4 Exceptions

Notwithstanding the above, either party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm, including claims arising from intellectual property infringement or unauthorized disclosure of confidential information.

12. FORCE MAJEURE

LBBA shall not be liable for any delay or failure to perform its obligations under these Terms to the extent such delay or failure results from causes beyond LBBA's reasonable control, including but not limited to acts of God, natural disasters, pandemics, government restrictions, power or internet outages, or the illness of key personnel. In such circumstances, LBBA will make reasonable efforts to notify affected clients and reschedule affected services as soon as practicable. No refund will be issued for delays attributable to force majeure events, but LBBA will use commercially reasonable efforts to reschedule any missed sessions.

13. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of law principles. To the extent any dispute is not subject to arbitration under Section 11, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in Pima County, Arizona.

14. CHANGES TO THESE TERMS

LBBA may update these Terms from time to time to reflect changes in our services, programs, or for operational, legal, or regulatory reasons. **Material changes will be communicated to active clients via email at least thirty (30) days prior to the effective date of such changes.** Non-material changes (such as typographical corrections or clarifications that do not alter your rights) may take effect immediately upon posting. Your continued use of our services after the effective date of any update constitutes your acceptance of the revised Terms.

15. GENERAL PROVISIONS

15.1 Entire Agreement

These Terms, together with the Privacy Policy and any program-specific enrollment agreement, constitute the entire agreement between you and Lewis Retail Group LLC with respect to the subject matter herein and supersede all prior representations, agreements, and understandings, whether written or oral.

15.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or arbitrator, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it enforceable.

15.3 Waiver

No waiver by LBBA of any breach or default of any provision of these Terms shall be deemed a waiver of any subsequent breach or default, and shall not affect the other remaining provisions of these Terms.

15.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without LBBA's prior written consent. LBBA may assign these Terms in connection with a merger, acquisition, or sale of substantially all of its assets without your consent.

16. CONTACT INFORMATION

For questions, concerns, or any matters related to these Terms, please contact:

Lewis Retail Group LLC

333 N Wilmot Rd STE 340, Tucson, AZ 85711

Email: james@letjameshelp.com

Phone: 407-374-3301

Website: www.letjameshelp.com