



## TERMS OF SERVICE

### ScaleMyHVAC — HVAC Growth Partners

Bolton, Ontario, Canada | [agency@scalemyhvac.com](mailto:agency@scalemyhvac.com)

Last Updated: June 4, 2026

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Please read these Terms of Service ("Terms") carefully before using any website, landing page, or service operated by ScaleMyHVAC ("we", "us", "our"). By accessing or using our websites ([scalemyhvac.com](https://scalemyhvac.com), [onboardingscalemyhvac.com](https://onboardingscalemyhvac.com)) or any associated pages, you agree to be bound by these Terms.

### 1. WHO WE ARE

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ScaleMyHVAC is a B2B marketing agency operated by George Kirio, based in Bolton, Ontario, Canada. We help HVAC businesses grow through Meta advertising, AI-powered appointment setting systems, and landing page design.

### 2. ACCEPTANCE OF TERMS

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By visiting our websites, submitting any form, downloading any resource, booking a call, or entering into a service agreement with us, you confirm that you have read, understood, and agree to these Terms. If you do not agree, please do not use our services or websites.

These Terms apply to all visitors, prospective clients, and active clients in both Canada and the United States.

### 3. SERVICES

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ScaleMyHVAC provides the following services to HVAC business owners:

- Meta (Facebook/Instagram) advertising campaign setup and management
- AI-powered inbound and outbound appointment setting agents

- GoHighLevel (GHL) CRM backend setup and automation
- Landing page design and development for lead capture
- Ad creative production
- Monthly performance reporting

**Full website development** is not included in the standard retainer. ScaleMyHVAC offers full business website design and development as an optional upsell service available after the successful completion of the first month.

All services are governed by a separate Client Service Agreement signed between ScaleMyHVAC and the client. These Terms apply to general website use and do not replace the Client Service Agreement.

#### 4. FREE RESOURCES

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ScaleMyHVAC may offer free downloadable resources, guides, or tools (such as the "Book Like Crazy" resource) in exchange for your contact information. By submitting your information to receive a free resource, you agree to receive follow-up communications from ScaleMyHVAC via email and/or SMS. You may unsubscribe at any time.

#### 5. NO GUARANTEE OF RESULTS

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Any case studies, testimonials, earnings claims, or performance examples shared on our websites or in our marketing materials are not guarantees of future results. Results vary depending on factors including industry conditions, ad spend, market competition, and client follow-through.

The 10-appointment performance guarantee referenced in our marketing is subject to the specific terms outlined in the signed Client Service Agreement and requires the client to meet all obligations including minimum ad spend.

#### 6. REFUND POLICY

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**6.1 Trial Period (Month 1):** No upfront retainer is collected during the 30-Day Performance Trial. If ScaleMyHVAC fails to deliver a minimum of ten (10) qualified booked appointments within the Trial Period, the Client is entitled to a full refund of any retainer fees paid. No other refunds apply during this period.

**6.2 Month 2 and Beyond:** Upon entering the monthly retainer, the Client has a three (3) day refund window from the start of each new billing cycle. If the Client submits a written refund request to [agency@scalemyhvac.com](mailto:agency@scalemyhvac.com) within three (3) days of their billing anniversary date, they are entitled to a full refund for that month. After the three (3) day window has passed, the Client is locked in for the remainder of that billing period and no refund will be issued.

6.3 Ad spend paid directly to Meta by the Client is non-refundable by ScaleMyHVAC under any circumstances.

6.4 Refund requests must be submitted in writing to [agency@scalemyhvac.com](mailto:agency@scalemyhvac.com). Approved refunds will be processed within seven (7) business days via the original payment method.

## **7. INTELLECTUAL PROPERTY**

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All content on ScaleMyHVAC websites including text, graphics, logos, videos, and systems is the exclusive property of ScaleMyHVAC and protected by applicable copyright and intellectual property laws. You may not copy, reproduce, distribute, or use any of our content without prior written permission.

Ad creatives, copy, and systems built specifically for a client remain the property of the client upon full payment of all outstanding invoices.

## **8. ACCEPTABLE USE**

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You agree not to:

- Use our websites for any unlawful purpose
- Attempt to gain unauthorized access to any part of our systems
- Submit false or misleading information through any of our forms
- Reproduce, resell, or redistribute any of our proprietary materials
- Use our services to promote illegal, harmful, or deceptive business practices

## **9. THIRD PARTY LINKS & TOOLS**

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Our websites and services may contain links to or integrations with third-party platforms including Meta (Facebook/Instagram), GoHighLevel, Stripe, Google, and others. ScaleMyHVAC is not responsible for the privacy practices, terms, or content of these third-party platforms. Your use of those platforms is governed by their own terms and policies.

## **10. LIMITATION OF LIABILITY**

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To the maximum extent permitted by law, ScaleMyHVAC shall not be liable for any indirect, incidental, special, or consequential damages arising from your use of our websites or services, including but not limited to loss of revenue, loss of data, or business interruption.

Our total liability in any matter related to our services shall not exceed the total fees paid by you to ScaleMyHVAC in the three (3) months preceding the claim.

## **11. DISCLAIMER OF WARRANTIES**

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Our websites and services are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. We do not warrant that our websites will be uninterrupted, error-free, or free of viruses or other harmful components.

## **12. GOVERNING LAW**

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These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada. For US-based users, these Terms are also subject to applicable US federal and state laws. Any disputes shall be resolved in the courts of Ontario, Canada, unless otherwise required by applicable law.

## **13. CHANGES TO THESE TERMS**

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We reserve the right to update or modify these Terms at any time. Changes will be posted on our websites with an updated "Last Updated" date. Your continued use of our websites or services after any changes constitutes your acceptance of the new Terms.

## **14. CONTACT US**

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

**ScaleMyHVAC** | [agency@scalemyhvac.com](mailto:agency@scalemyhvac.com) | Bolton, Ontario, Canada