

KNIGHT OPS, INC.

Terms of Service & Client Service Agreement

Including our Refund & Cancellation Policy (Section 6)

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These Terms of Service (the "**Terms**") are the agreement between **Knight Ops, Inc.** ("Knight Ops," "we," "us") and the organization that engages us (the "**Client**," "you"). They apply to every service we provide, to our website at knightops.biz, and to the client hub, portal and tools we give you access to. Please read them before you book, sign a proposal, or pay an invoice. Section 6 sets out exactly how refunds and cancellations work.

Our mission

Knight Ops exists to create impact on autopilot and to help elevate consciousness in humanity, by supporting purpose-driven organizations that want to create an impact and giving them back the time to work with their clients and create the transformations and breakthroughs that elevate consciousness. Section 25 explains how that mission applies to the builders we license.

At a glance

- **Free first steps.** The Tech Discovery Call and the Systems Blueprint Session cost nothing and commit you to nothing.
- **Builds are scoped, not priced off a list.** Every AI Business OS build is quoted in a written Proposal. Changes are quoted and approved in writing before they are billed. Nothing is billed by surprise.
- **You own what you pay for.** Your accounts, data and infrastructure are yours from day one. Delivered code, agents and content transfer to you as each part is paid for, with a full handoff.
- **Cooling-off window.** If you cancel a build in writing within 7 days of your first payment, and before the build kickoff, you get a full refund.
- **Monthly work can be cancelled anytime** with 30 days' written notice. There is no long-term contract and no cancellation fee.
- **If we end the engagement** for any reason other than your breach, you get a pro-rata refund of anything you prepaid for work we have not delivered.

1. The agreement and how it fits together

1.1 Acceptance. You accept these Terms when you sign a Proposal or Order that references them, pay an invoice or payment link from Knight Ops, or use our client hub or portal. If you accept on behalf of an organization, you confirm that you are authorized to bind it.

1.2 Proposal and Order. Each engagement is described in a written proposal, statement of work, order form or signed agreement (each an **"Order"**). The Order sets the scope, fees, payment schedule, milestones, revision allowance and any service levels. These Terms apply to every Order.

1.3 Order of precedence. If an Order conflicts with these Terms, the Order controls for that engagement only, and only where it expressly says it overrides these Terms. Otherwise these Terms control.

1.4 Separate programs. The Knight Ops License Program is governed by its own License Agreement, not by these Terms. Any offer page that states its own guarantee or refund terms (for example, a challenge or a one-time product) is governed by the terms on that page for that purchase.

1.5 Business use. Our services are sold to businesses and organizations, not to consumers for personal, family or household use.

2. Definitions

- **"Deliverables"** means the software, applications, dashboards, automations, AI agents, configurations, documentation and content we create for you under an Order.
- **"Client Accounts"** means the hosting, database, domain, code repository, payment, email, AI and other third-party accounts used to run your system, opened in your name or transferred to you.
- **"Knight Ops Materials"** means our pre-existing and independently developed tools, frameworks, templates, prompts, build modules, methods, know-how and internal software, and improvements to them that are not specific to you.
- **"Launch Date"** means the date a system is deployed to production and meets the agreed scope, or the date it is accepted under Section 7, whichever comes first.
- **"Build Kickoff"** means the first working session or the first day build work begins on an Order, whichever comes first.
- **"Monthly Services"** means services billed per month, including AI Business OS Continuity, the Fractional Chief AI Operations Officer engagement, and monthly add-ons.

3. Our services

Knight Ops designs, builds and runs intelligent business operating systems for organizations. Our current services are below. The scope, price and schedule of any paid service are set in your Order. Prices published on our website are starting points, not quotes.

Service	What it is	How it is billed
Tech Discovery Call	A free 20 to 30 minute call to understand your operation and whether we are a fit. It does not include a roadmap or recommendations you can rely on.	Free

Service	What it is	How it is billed
Systems Blueprint Session	By invitation. A complimentary architecture session. You keep the blueprint whether or not Knight Ops builds it.	Complimentary
Knight Ops AI Business OS	A custom operating system deployed progressively in layers against a written scope. It includes six months of Continuity after launch (Section 8).	Project fee per the Order: paid in full, or split into the scheduled payments the Order sets
AI Business OS Continuity	Ongoing hosting integrity, monitoring, bug fixes, patching and support after launch.	Monthly, month to month
Fractional Chief AI Operations Officer	Embedded AI operations leadership: roadmap, team enablement, vendor and build oversight, on the cadence in your Order.	Monthly, month to month
Add-ons (for example, AEO)	Optional monthly services that run on top of an active engagement, as described in the Order.	Monthly, month to month

4. Scope, changes and scheduling

4.1 Scope. We deliver what the Order describes. Anything not listed in the Order is out of scope.

4.2 Change requests. You can ask for changes at any time through the client hub, by email, or in a session. If a change is outside the scope or revision allowance, we will tell you before doing it and give you a written quote. Out-of-scope work starts only after you approve the quote in writing, and email counts. We never bill for out-of-scope work you did not approve.

4.3 Schedule. Timelines in an Order are good-faith estimates. They depend on you providing access, assets, decisions and approvals on time (Section 9). If you are delayed, the schedule moves by at least the length of the delay. Delays you cause do not pause or reduce payments that are due on dates.

4.4 Meetings. We hold recurring meetings only if the Order lists them. Build progress is shared through the client hub, update documents and email.

5. Fees, invoices and payment

5.1 Fees. Fees are set in the Order and are stated in US dollars. Project fees are fixed for the agreed scope. Monthly Services are billed in advance for each monthly period.

5.2 How you pay. We invoice through Stripe (card, ACH or another method shown on the invoice) or accept bank transfer or check where the invoice allows it. If you authorize recurring billing, you authorize Knight Ops to charge your payment method each period until the service is cancelled under Section 6.

5.3 When payment is due. Unless the Order says otherwise, invoices are due on receipt and are late after 15 days. Split-payment schedules follow the dates or milestones in the Order.

5.4 Late payment. Overdue amounts may accrue interest of 1.5% per month, or the highest rate the law allows if lower, from the due date. If an amount is more than 15 days overdue, we may pause work and

Monthly Services after giving you at least 10 days' written notice and a chance to pay. Pausing does not move any payment date. You will never lose access to your own Client Accounts or data because of a payment dispute.

5.5 Taxes. Fees do not include sales, use, VAT or similar taxes, which you are responsible for (other than taxes on our income).

5.6 Third-party costs. Hosting, database, domain, email, payment-processing, AI-model and other third-party usage fees are billed to your Client Accounts and paid by you directly, unless the Order says we will pass them through at cost.

5.7 Disputed charges. If you think a charge is wrong, email team@knightops.biz within 30 days of the charge and we will resolve it in good faith. Please contact us before filing a card chargeback. A chargeback filed on an amount that is owed is a breach of these Terms, and we may recover any fees it causes.

6. Refund & Cancellation Policy

This Section is our complete refund and cancellation policy for client services. It applies unless your Order states different terms for that engagement.

6.1 Free services

The Tech Discovery Call and the Systems Blueprint Session are free. You can cancel or reschedule them at any time through the link in your booking confirmation. Nothing is charged and nothing is owed.

6.2 AI Business OS builds and other project work

- **Cooling-off refund.** You may cancel an Order in writing within **7 days** of your first payment and receive a **full refund** of everything you paid, provided the Build Kickoff has not yet happened.
- **After the Build Kickoff.** You may cancel an Order at any time by written notice. Work stops when we receive your notice. You pay for the work performed up to that date: completed milestones or layers at their Order price, and partly completed work prorated by the share completed (time-based if the Order has no milestones). We refund any amount you prepaid beyond that, and you receive everything produced to date as described in Section 6.6.
- **Non-refundable items.** Third-party costs we paid on your behalf with your approval (for example, domains, licenses or usage credits) are not refundable once incurred, but anything purchased for you is transferred to you.
- **Once launched.** After the Launch Date, project fees are earned in full and are not refundable. Your remedy for a problem with delivered work is the fix and re-performance commitment in Sections 7 and 18.

6.3 Monthly Services (Continuity, Fractional and add-ons)

- **No long-term contract.** Monthly Services run month to month unless your Order sets a minimum term.
- **Cancel anytime with 30 days' written notice** to team@knightops.biz. There is no cancellation fee. Service continues, and is billed, through the end of the notice period. Billing then stops and no further charges are made.
- **No partial-month refunds.** Fees already paid for a monthly period are not refunded, except as stated in Section 6.5.

- **Add-ons** that require an active Continuity or Fractional engagement end automatically when that engagement ends.
- **Included Continuity.** The six months of Continuity included with an AI Business OS build are part of the project fee. They have no separate refund value and simply expire if unused.

6.4 Satisfaction commitment (before any refund discussion)

If delivered work does not match the agreed scope, tell us in writing. We will fix or re-perform it at no additional charge within a reasonable time, normally 10 business days. If we cannot bring it into conformance after a good-faith effort, you may cancel the affected part of the Order and receive a refund of the fees paid for that part.

6.5 If Knight Ops ends the engagement

If we terminate an Order or a Monthly Service for any reason other than your breach, or we stop offering the service, we will refund, pro rata, any fees you prepaid for work or periods not yet delivered. We will also complete the handoff described in Section 6.6.

6.6 Handoff on every cancellation

Whoever cancels, and for whatever reason, we hand off. Within 10 business days of the end date, we deliver the source code and repository access, environment and infrastructure documentation, the Client Continuity Brief and the Developer Handoff Package for all work you have paid for, and we confirm that every Client Account is in your control. Your data stays yours, and we will not hold it hostage.

6.7 How refunds are paid

Refunds go back to the original payment method, normally within 10 business days of approval. To request a refund or cancel, email team@knightops.biz (or daniel@knightops.biz) from an authorized contact and include the Order or invoice number. "Written notice" in this Section means email or a letter.

7. Delivery, acceptance and revisions

7.1 Delivery. We deploy each part of a system to your Client Accounts and tell you when it is ready for review.

7.2 Acceptance. You have **10 business days** after we notify you to review and report, in writing, any way the delivered work does not meet the agreed scope. We fix reported nonconformities and re-submit. Work is accepted when you confirm it, when the review period ends without a report, or when you use it in live operations, whichever comes first.

7.3 Revisions. Your Order sets the revision allowance. If it does not, revisions are limited to bringing delivered work into line with the agreed scope. New features and changes of direction are change requests (Section 4.2).

8. Continuity, support and AI-assisted fixes

8.1 Included Continuity. Every AI Business OS build includes six months of Continuity starting on the Launch Date: hosting integrity, monitoring, bug fixes on the delivered scope, security patching, and your Client Continuity Brief and Developer Handoff Package. For Fractional engagements, Continuity runs alongside the engagement.

8.2 Support channels and response. You report issues through the client hub, our feedback form or email. Unless your Order states a different service level, we respond within two business days. Fractional engagements receive the priority response stated in the Order.

8.3 Automated fixes. Bug reports may be triaged and fixed by AI-assisted tooling, with safeguards that include confidence checks and limited automatic attempts before a human takes over. You can confirm or reject every fix. A fix applied this way is still our responsibility.

8.4 What support does not cover. New features, changes caused by third-party platforms or by changes you or others make outside our process, and recovery from misuse are quoted separately.

9. Your responsibilities

- Provide timely access to the systems, accounts, credentials, content, brand assets and people the work needs, and keep that information accurate.
- Name one decision-maker who can approve scope, changes and deliverables, and respond to review requests within the time in the Order (or within 5 business days if none is set).
- Keep your Client Accounts in good standing, including paying their providers.
- Make sure you have the rights to all material you give us, and that your use of the system complies with the laws that apply to your business, including privacy, marketing and industry rules.
- Use credentials and links we provide only for your organization, and keep them secure.

10. Ownership and intellectual property

10.1 Your accounts and data. Client Accounts are opened in your name, or transferred to you, from the start. All data in them, and all data and content you provide, belong to you at all times.

10.2 Deliverables. When you have paid for a Deliverable, or the milestone or layer that contains it, Knight Ops assigns to you all rights, title and interest in it, including the code, agents, configurations and content created specifically for you. On full payment you hold 100% ownership of the delivered system and its code.

10.3 Knight Ops Materials. We keep ownership of Knight Ops Materials. To the extent any of them are built into your Deliverables, we grant you a perpetual, worldwide, royalty-free, non-exclusive, irrevocable license to use, copy, modify and maintain them as part of your system, including through other developers. You may not resell or sublicense Knight Ops Materials on their own.

10.4 No reuse of your custom work. We will not resell, repurpose or reuse code or content created specifically for you, or your confidential information, for anyone else without your written consent. General skills, know-how and non-specific techniques remain free for both of us to use.

10.5 Open source and third-party components. Deliverables may include open-source or third-party components, which remain under their own licenses.

10.6 Feedback. If you suggest improvements to our tools or methods, we may use the suggestions without obligation to you.

11. How we use AI

Knight Ops is an AI-first firm. We use AI models and AI-assisted development tools (from providers such as Anthropic and OpenAI) to design, build, test, operate and support your systems. Systems we build for you may also call AI models from your Client Accounts. You agree that:

- AI output is reviewed and is our responsibility under these Terms just like any other work we deliver.
- Systems that include AI features can produce inaccurate or unexpected output. You are responsible for human review of AI-generated decisions and content that matter to your business, customers or compliance.
- We use providers' business or API terms and, where the provider offers it, settings under which your data is not used to train their models. We do not use your confidential information to train any model of our own.

12. Third-party services

Your system depends on third-party platforms such as hosting, database, payment, email, calendar, CRM, AI and API providers. Those services are governed by their own terms, which you accept for your Client Accounts. We are not responsible for their outages, price changes, policy changes, or discontinued features. If a third-party change requires rework, we will tell you and quote the work if it is outside your Continuity coverage.

13. Confidentiality

Each party will keep the other's non-public business, technical and financial information confidential. It will use that information only to perform or receive the services, and share it only with people and subcontractors who need it and are bound by similar duties. This does not cover information that is public, already known, independently developed, or rightfully received from someone else. Information may be disclosed where the law requires, with prompt notice where permitted. These duties last for the engagement and three years after it ends, and indefinitely for trade secrets, credentials and personal data. A mutual NDA is available on request.

14. Data protection and privacy

We handle personal information as described in our Privacy Policy at knightops.biz/privacy-policy. When we process personal data on your behalf inside your systems, we do so only on your instructions and for the services, and we use reasonable administrative, technical and physical safeguards. We will sign a data processing agreement on request. Knight Ops is not a certification body. Compliance work such as SOC 2, HIPAA or similar readiness is only included if your Order lists it, and it does not certify your organization.

15. Portfolio and testimonials

Unless you opt out in your Order or in writing, we may name you as a client and show screenshots of systems we built for you in our portfolio and marketing. We use only public pages or demonstration data, never your confidential or customer data. You may ask to review an image before it is used and may withdraw permission at any time, after which we remove it within a reasonable time. We publish testimonials only with your approval.

16. Non-solicitation

During an engagement and for 12 months after it ends, neither party will directly solicit for employment any employee or contractor of the other who worked on the engagement. General job postings, and people who approach a party on their own, are not covered. Nothing in these Terms is a non-compete or an exclusivity commitment unless a separate signed agreement says so.

17. No guarantee of business results

We commit to delivering the agreed scope with professional skill. Business outcomes such as revenue, leads, time saved, search rankings or AI-search visibility depend on many factors outside our control. Any examples, case studies or figures we share describe past results and are not promises of yours. We do not guarantee specific financial or business results.

18. Warranties and disclaimers

18.1 Our warranty. We will perform the services in a professional and workmanlike manner. Delivered work will materially conform to the agreed scope at the Launch Date. If it does not, our obligation, and your remedy, is to fix or re-perform it as described in Section 6.4, or, if we cannot, the refund described there.

18.2 Mutual. Each party warrants that it has the authority to enter into these Terms and will comply with the laws that apply to it.

18.3 Disclaimer. Except as stated in this Section, the services and Deliverables are provided "as is." To the maximum extent the law allows, Knight Ops disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, non-infringement, and that software will be error-free or uninterrupted.

19. Limitation of liability

19.1 Cap. Each party's total liability arising out of these Terms and all Orders is limited to the fees paid and payable to Knight Ops in the **12 months** before the event giving rise to the claim.

19.2 Excluded damages. Neither party is liable for indirect, incidental, special, consequential or punitive damages, or for lost profits, revenue, data or goodwill, even if advised they were possible.

19.3 Exceptions. These limits do not apply to your obligation to pay fees, to either party's indemnity obligations, to breaches of confidentiality, or to liability for fraud, gross negligence or willful misconduct, or any liability the law does not allow to be limited.

20. Indemnification

20.1 By Knight Ops. We will defend you against third-party claims that a Deliverable, as delivered by us, infringes that party's intellectual property, and pay any resulting damages or agreed settlement. This does not apply to claims caused by your materials, your changes, combinations we did not provide, or third-party services. If such a claim arises, we may modify or replace the Deliverable or refund the fees paid for it.

20.2 By you. You will defend Knight Ops against third-party claims arising from materials you provide, your business operations, your use of the system in violation of law or these Terms, or your Client Accounts, and pay any resulting damages or agreed settlement.

20.3 Process. The protected party must notify the other promptly, give it control of the defense and settlement (no settlement may admit fault for the protected party without consent), and reasonably cooperate.

21. Term and termination

21.1 Term. These Terms apply from your first acceptance until every Order has ended.

21.2 For convenience. You may end any Order as described in Section 6. We may end an Order or Monthly Service for convenience with 30 days' written notice, with the refund described in Section 6.5.

21.3 For cause. Either party may terminate an Order if the other materially breaches it and does not cure the breach within 15 days of written notice (10 days for non-payment), or immediately if the other becomes insolvent or ceases business.

21.4 Effect. On termination, you pay for work performed and periods used up to the end date, refunds are handled under Section 6, and the handoff in Section 6.6 takes place. Sections that by their nature should survive will survive, including those on payment, ownership, confidentiality, liability, indemnity and disputes.

22. If something happens to Knight Ops

Your system must never depend on one person. Because your Client Accounts, code and documentation are in your control and your Continuity Brief and Developer Handoff Package are kept current, another qualified developer can take over at any time. Knight Ops also maintains a designated successor developer who is briefed to support clients if Knight Ops is unable to continue. If that ever happens, prepaid fees for undelivered work are refunded under Section 6.5.

23. Governing law and disputes

23.1 Law. These Terms are governed by the laws of the State of Arizona, without regard to conflict-of-laws rules.

23.2 Talk first. Before starting any formal proceeding, the parties will try in good faith to resolve a dispute through discussions between decision-makers for 30 days after written notice of it.

23.3 Mediation, then arbitration. If it is not resolved, the parties will try mediation in Maricopa County, Arizona. Any dispute still unresolved will be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator seated in Maricopa County, Arizona. Judgment on the award may be entered in any court with jurisdiction.

23.4 Exceptions. Either party may bring an individual claim in small-claims court, or seek an injunction in court to protect its intellectual property or confidential information.

23.5 Individual claims only. Claims may be brought only in an individual capacity, not as a plaintiff or class member in any class or representative proceeding.

24. General terms

- **Electronic signatures and notices.** Orders may be signed electronically, and electronic records and signatures are binding. Notices to Knight Ops go to team@knightops.biz. Notices to you go to the contact on your Order. Email notice is effective when sent, unless a delivery failure is received.
- **Independent contractors.** The parties are independent contractors. We may use vetted subcontractors and remain responsible for their work.
- **Force majeure.** Neither party is liable for delays caused by events beyond its reasonable control, other than payment obligations.
- **Assignment.** Neither party may assign these Terms without the other's consent, except to a successor in a merger or sale of substantially all of the relevant business, with notice.
- **Entire agreement.** These Terms and your Orders are the entire agreement about their subject and replace earlier proposals and discussions. If any provision is unenforceable, the rest remains in effect. A waiver must be in writing.
- **Changes to these Terms.** We may update these Terms by posting a new version with a new effective date. Changes apply to new Orders, and to existing Orders at your next renewal or billing period after 30 days' notice. Signed Orders are never changed without your written agreement.

25. Our mission, values and licensed partners

25.1 Mission. Knight Ops exists to create impact on autopilot and to help elevate consciousness in humanity. We do that by supporting purpose-driven organizations that want to create an impact, so they have more time to work with their clients and create the transformations and breakthroughs that elevate consciousness.

25.2 Licensed partners. Knight Ops licenses its build system to independent builders ("Licensees") who share this mission and agree to hold it as the filter for the clients they serve. A Licensee contracts with its own clients in its own name and is responsible for its own services; these Terms govern work Knight Ops delivers directly.

25.3 Values and standards. Licensees agree to deal honestly with clients, deliver what they sell, protect client data, and not use the system for organizations or purposes whose primary aim is to deceive, exploit, harm or defraud people, to spread hate or harassment, or to break the law.

25.4 Suspension and termination of licensees. Knight Ops reserves the right to suspend or terminate a Licensee's license if we find that the Licensee is operating out of alignment with these values and standards,

under the notice and review process in the License Agreement. If that happens, the Licensee's clients keep ownership of their systems and accounts, and Knight Ops may offer them continuity support directly so that no client is left stranded.

Contact

Knight Ops, Inc. · Phoenix, Arizona

Questions, cancellations and refund requests: **team@knightops.biz** · Daniel Knight, Founder:
daniel@knightops.biz

knightops.biz