

Nextera Consulting Terms of Service

Terms of Service

Last Updated: September 27, 2026 - Effective: September 27, 2026 - Nextera Consulting - Chicago, IL

These Terms govern your use of nexteraconsult.com and all sub-pages. Plain English where possible, with the legal weight that actually protects both of us.

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01 Agreement to Terms

These Terms of Service ("Terms") are a legal agreement between Sol King Inc., doing business as Nextera Consulting ("Nextera," "we," "us," or "our"), a company based in Chicago, Illinois. They govern your access to and use of our website at nexteraconsult.com and all sub-pages, including (without limitation) the industry-specific offer pages under /offers/, AI Automation Consulting at /ai-automation-consulting, the AI Hub at /ai-hub, the /form page, any linked free resources, and our "Book a Call" scheduling flow powered by Calendly (collectively, the "Site").

By accessing or using the Site in any way, including browsing, submitting a form, or booking a meeting, you agree to be bound by these Terms and by our Privacy Policy . If you enter a paid engagement, the applicable signed proposal or SOW controls that engagement, including its scope, payment, cancellation, refund, delivery, ownership, and support terms. If you do not agree, you must not use the Site. We may update these Terms from time to time (see Section 13). Continued use after changes are posted means you accept the updated Terms.

02 About the Site & Services

The Site is an informational platform that provides general information about our AI and automation consulting services, industry-specific offer pages describing representative engagements, free educational resources and AI prompts on the AI Hub, an NFC landing page used at networking events, contact and quote forms processed through Netlify Forms, scheduling through Calendly, and approved checkout links through Whop when provided.

Informational content only

The Site and all content on it, including AI-generated prompts, examples, articles, case-study language, and resources, are provided for general informational and educational purposes only. Nothing on the Site constitutes professional, legal, financial, tax, medical, or business advice tailored to your specific situation.

AI outputs and prompts are examples only and may contain inaccuracies, biases, omissions, or outdated information. Outputs are non-deterministic: the same prompt can produce different results each time. You are solely responsible for reviewing, testing, and validating any AI prompt, resource, or output before using it in your own work or relying on it for any decision.

No reliance. Nothing on the Site should be treated as a substitute for independent professional judgment. We make no representations or warranties that any prompt, workflow, case study, or resource will produce any particular result, work in any specific environment, or remain compatible with any third-party tool or AI model over time.

We do not form an attorney-client, consultant-client, advisor-client, or any other professional relationship with you simply by your use of the Site or by you reading, downloading, or applying our free resources.

Service availability & pricing

Any services, packages, tiers, timelines, and price ranges described on the Site (including the Starter, Growth, and Scale tiers referenced on our pricing and offer pages) are indicative only. They are presented for informational purposes to help you understand how we typically structure engagements, and they do not constitute an offer or a binding quote.

All services are offered at Nextera's sole discretion, subject to availability, scoping, and our good-faith assessment of fit. Final scope, deliverables, pricing, timelines, retainers, guarantees, and other commercial terms for any engagement are governed exclusively by a separate written agreement (such as a proposal, statement of work, or master services agreement) signed by both parties. In the event of any conflict between the Site and such a signed agreement, the signed agreement controls.

If Nextera provides a Whop checkout link, any amount shown is an initial payment toward a scoped engagement and is not the final project price unless the applicable proposal or SOW expressly states otherwise. The applicable proposal or SOW determines the final scope, total price, payment schedule, and any remaining balance.

Where ongoing support is separately scoped, third-party platform, model, API, data, hosting, and communications costs are included only when the applicable proposal or SOW expressly says so. Where practical, client-owned third-party accounts are billed directly.

We reserve the right, at any time and without notice, to modify, suspend, or discontinue any portion of the Site or any service described on it, to change pricing or tier structures going forward, and to decline, pause, or terminate any engagement for any lawful reason.

Forms, bookings, and communications

When you submit any form on the Site (contact, quote, subscribe, or similar) or book a meeting through our Calendly scheduling flow, you represent that the

information you provide is accurate and that you have the authority to provide it. Submitting a form or booking a meeting does not create any contractual obligation on Nextera and is not a guarantee that we will accept or be able to serve your request.

03 Intellectual Property

All content on the Site, including text, graphics, AI prompts, downloadable resources, case-study language, logos, layouts, and the "Nextera" name and mark, is owned by Nextera or our licensors and is protected by United States copyright, trademark, trade dress, and other intellectual property laws.

You may view, download, and print individual pages or resources for your personal, non-commercial use only, provided you keep all copyright and ownership notices intact.

The free AI prompts, resources, and tools hosted on the Nextera AI Hub at nexteraconsult.com/ai-hub are provided for informational and educational purposes only. They are not a substitute for professional legal, financial, medical, or business advice. You use them at your own risk. Nextera is not liable for any outcome, harm, or loss that results from applying, adapting, or acting on any resource, prompt, output, or information obtained from the AI Hub or anywhere else on the Site.

You may not copy, modify, distribute, sell, publicly perform, publicly display, or create derivative works from our content without our prior written permission. You may not use Nextera's name, logo, or branding to endorse or promote any product or service without our prior written consent. Any unauthorized use is strictly prohibited and may violate copyright, trademark, and other laws.

04 DMCA & Copyright Complaints

We respect the intellectual property rights of others and expect users of the Site to do the same. If you believe content on the Site infringes your copyright, please send a written notice to our designated agent that includes all of the following (as required by 17 U.S.C. 512(c)(3)):

- Your physical or electronic signature
 - Identification of the copyrighted work you claim has been infringed
 - Identification of the material you claim is infringing, with a URL or enough detail for us to locate it
 - Your contact information (address, phone number, email)
 - A statement that you have a good-faith belief the use is not authorized by the copyright owner, its agent, or the law
 - A statement, under penalty of perjury, that the information in your notice is accurate and that you are the owner or authorized to act on behalf of the owner
- Designated DMCA agent: Nextera Consulting, Attn: DMCA Agent, Chicago, Illinois, USA - legal@nexteraconsult.com (subject line: "DMCA Notice").

Filing a false or misleading DMCA notice may subject you to liability under 17 U.S.C. 512(f). If you believe material was removed in error, you may submit a counter-notice containing the information required by 17 U.S.C. 512(g)(3).

05 Acceptable Use

You agree to use the Site only for lawful purposes and in a way that does not

infringe the rights of others or restrict their use of the Site. You may not:

- Use the Site to transmit spam, unsolicited messages, or commercial solicitations
- Attempt to gain unauthorized access to any part of the Site, our systems, or the systems of our service providers
- Upload, submit, or transmit any harmful code, viruses, malware, or disruptive content
- Scrape, crawl, data-mine, or use automated means to collect information from the Site without our written permission (beyond the crawling permitted by our robots.txt file for search engines)
- Reproduce, mirror, frame, or redistribute our content for commercial purposes without permission
- Use the Site to train, fine-tune, or benchmark any machine learning model without our prior written consent
- Use the Site in any way that could damage, disable, overburden, or impair our infrastructure or interfere with any other party's use of the Site
- Use the Site in violation of any applicable local, state, national, or international law

We reserve the right to investigate and take appropriate action against any violation of these Terms, including removing content, blocking IP addresses, terminating access to the Site, and cooperating with law enforcement. We are not obligated to provide notice before taking such action.

06 Third-Party Services & External Links

The Site uses Netlify for hosting and forms, Google for form-notification email, and Calendly for meeting scheduling, including the inline scheduler on /book. If Nextera provides a Whop checkout link, Whop processes that payment under its own terms and privacy practices. Calendly, Google, Whop, and other third-party sites linked from the Site are governed by their own terms and privacy practices. The Site uses self-hosted fonts rather than Google Fonts. See our Privacy Policy for the current list and links.

The Site may also contain links to third-party websites, resources, or services (for example, our social media profiles, linked articles, or partner websites) that are not owned or controlled by Nextera. We provide these links for convenience only and do not endorse or assume any responsibility for the content, products, services, accuracy, or practices of any third-party site. Your interactions with any third-party site are solely between you and that third party, and we are not liable for any loss or damage arising from those interactions.

07 Disclaimer of Warranties

The Site and all content on it are provided "as is" and "as available" without any warranties of any kind, whether express, implied, statutory, or otherwise. To the fullest extent permitted by law, we disclaim all warranties, including (without limitation) warranties of merchantability, fitness for a particular purpose, non-infringement, title, accuracy, and completeness of information.

We do not warrant that the Site will be error-free, uninterrupted, secure, or free of viruses or other harmful components; that any defects will be corrected; or that any content on the Site is accurate, reliable, or current. Your use of the

Site is at your own risk.

No advice or information, whether oral or written, obtained by you from the Site or from Nextera creates any warranty not expressly stated in these Terms.

08 Limitation of Liability

To the fullest extent permitted by law, Nextera and its owners, officers, directors, employees, contractors, agents, and affiliates will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to your use of the Site or any content on it. This includes, without limitation, loss of profits, revenue, data, goodwill, or business opportunities, even if we have been advised of the possibility of such damages.

Our total aggregate liability to you for any and all claims arising out of or relating to the Site or these Terms will not exceed one hundred US dollars (\$100).

These limitations apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence), or otherwise.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the limitations above may not apply to you. In such jurisdictions, our liability will be limited to the maximum extent permitted by applicable law.

09 Indemnification

You agree to defend, indemnify, and hold harmless Nextera Consulting, its owners, officers, directors, employees, contractors, agents, and affiliates from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use or misuse of the Site, any content, or any resource obtained from us
- Your violation of these Terms or any applicable law or regulation
- Your violation of the rights of any third party, including intellectual property, publicity, or privacy rights
- Any decision you made or action you took in reliance on AI outputs, prompts, case-study language, or resources from the Site
- Any content or information you submit through a form, booking, or other interaction with the Site

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you agree to cooperate with our defense.

10 Governing Law

These Terms, and any dispute arising out of or related to these Terms or your use of the Site, will be governed exclusively by the laws of the State of Illinois, United States, without regard to its conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

11 Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to these Terms or the Site will be resolved exclusively in the state or federal courts located in Chicago, Cook County, Illinois. You agree to submit to the personal jurisdiction

of those courts and waive any objection to venue or inconvenient forum. Informal resolution first. Before filing any lawsuit, you agree to first contact us in writing at legal@nexteraconsult.com describing the dispute and attempt to resolve it informally for at least 30 days.

Time limit. Any claim or cause of action arising out of or related to your use of the Site or these Terms must be filed within one (1) year after the claim or cause of action arose, or it is permanently barred, to the fullest extent permitted by law.

12 General Terms

Entire Agreement. These Terms and our Privacy Policy govern your use of the Site. For a paid engagement, the applicable signed proposal, SOW, or other signed engagement agreement controls over these Terms and any public policy with respect to that engagement, including scope, payment, cancellation, refunds, delivery, ownership, and support.

Severability. If any provision of these Terms is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision will be modified to the minimum extent necessary to make it enforceable, or severed if it cannot be modified. All remaining provisions will continue in full force and effect.

No Waiver. Our failure to enforce any provision of these Terms is not a waiver of our right to enforce it later. No waiver of any term is valid unless made in writing and signed by us.

Assignment. You may not assign or transfer any rights or obligations under these Terms without our prior written consent, and any attempted assignment without such consent is void. We may assign these Terms, in whole or in part, to any successor, affiliate, or acquirer without notice or consent, including in connection with a merger, acquisition, financing, or sale of assets.

Force Majeure. We are not liable for any failure or delay in performance caused by events beyond our reasonable control, including natural disasters, war, terrorism, pandemics, labor disputes, internet or infrastructure outages, government actions, or acts or failures of third-party service providers.

No Agency. Nothing in these Terms creates any agency, partnership, joint venture, employment, or franchise relationship between you and Nextera.

Survival. The following sections survive any termination or expiration of these Terms: Intellectual Property, Acceptable Use, Third-Party Services & External Links, Disclaimer of Warranties, Limitation of Liability, Indemnification, Governing Law, Dispute Resolution, and this General Terms section.

Contact. For questions about these Terms, email legal@nexteraconsult.com.

13 Changes to These Terms

We may update these Terms at any time. We will post the new version on this page with an updated "Last Updated" date. Material changes will be reflected in the header at the top of this page. Your continued use of the Site after the new Terms are posted constitutes your acceptance of the changes. We encourage you to review these Terms periodically. If you do not agree to any updated Terms, your sole remedy is to stop using the Site.

Questions about these Terms?

Nextera Consulting - Chicago, Illinois

legal@nexteraconsult.com

By using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

Nextera Consulting is a trade name of Sol King Inc.