



## **Strategy in your Back Pocket Terms and Conditions**

**Last Updated: JUNE 2026**

**Entity:** Living The Life Of Our Dreams LLC DBA Talent Services Direct ("TSD")

**Fee:** The fee for services will vary based on the scope, complexity, and duration of services provided. The fee may also be adjusted to account for promotional offers, referral discounts, or other special arrangements agreed upon in writing by the parties. Any changes to the fee will be communicated in writing prior to the applicable billing period.

Should the scope of services be expanded to include execution, representation, or other hands-on management duties, fees will be adjusted accordingly and confirmed in writing prior to commencement of such additional services.

Both parties acknowledge that the Provider's ability to execute specific deliverables is contingent upon the Client's timely completion of their respective tasks. Regardless of Client output or activity level, the fee ensures TSD's dedicated availability and weekly oversight of the Talent's professional interests. As such, the fee is considered fully earned at the commencement of each service period as TSD must reserve capacity to represent the Client.

**Length of Service:** Month-to-month service (Limited to one month unless renewed).

**Format:** Service delivered via text, email, or project management platform.

### **1. Core Philosophy**

The Strategy in your Back Pocket provides **High-Level Strategy and Decision Support**. This service is designed for talent who manage their own daily operations, in between management, or who have an existing team but seek independent, trusted professional oversight to evaluate opportunities, minimize risk, and ensure informed decision-making.

### **2. Included Services**

- **Vetting & Auditing**
- **Strategic Sounding Board**
- **Feedback**
- **Industry Positioning**

### **3. Excluded Services**

To maintain the efficiency of this tier, the following "Tasks" are **strictly excluded**:

- **Technical Training:** We do not provide "how-to" tutorials.
- **Administrative Execution:** We do not perform administrative tasks on behalf of the talent.
- **Creative Assets:** We do not produce creative materials on behalf of talent, including graphic design, video editing, written content, or similar assets. This applies to all talent, including those under full-time management. Any such services, if requested, will be billed separately to the talent or their designated representative and will be subject to an additional administrative fee.

- **Third-Party Representation:** Unless expressly agreed to in writing, we do not act as the talent's agent, manager, or representative in negotiations, communications, or interactions with third parties. This includes, but is not limited to, phone calls, emails, contracts, sponsorship discussions, partnership opportunities, or any other correspondence on behalf of the talent. Any expansion of services will require a separate written agreement and a revised fee structure reflecting the additional duties.

#### 4. Communication Guidelines

- **Platform:** All communication must take place via text, email, or project management platform. This does not include phone calls, video chats, or in-person meetings.
- **Response Time:** Messages are responded to within **24 – 48 business hours**. Business hours are Monday–Friday, 9:00 AM - 9:00 PM EST
- **Fair Use Policy:** To ensure high-quality attention for all clients, talent may have **one (1) active strategy inquiry at a time**. A new inquiry may only be submitted once the previous inquiry has been addressed. Handling multiple questions simultaneously can be distracting, cause confusion and may reduce the quality of guidance provided. This policy helps maintain focus, clear communication and ensures each question is addressed fully before proceeding to the next question. Once a response is provided, a new inquiry may be submitted.

#### 5. Service Term

Services are offered on a **one-month basis per purchase** and do **not automatically renew**. To continue services beyond the initial month, you must notify us via email prior to the end of the current billing period. Upon confirmation, you will be given the opportunity to purchase additional services at a mutually agreed-upon price and will be invoiced accordingly.

#### 6. Talent Responsibilities

You represent and warrant that:

- All information you provide is accurate and complete
- You own or have the necessary rights to any materials you submit
- You understand that the Services do not guarantee any particular outcome

#### 7. No Guarantee of Results

TSD provides advisory and management services based on industry experience and professional expertise. While TSD offers guidance, strategy, and recommendations, this **does not guarantee specific outcomes**, including, but not limited to, audience growth, engagement metrics, content monetization, sponsorships, partnership opportunities, chart rankings, third-party financial offers or deals. Success depends on the Talent's own creative output, execution of strategies, and ongoing effort. TSD's role is to provide professional oversight, evaluation of opportunities, and informed guidance (not to perform the Talent's creative work or control external factors). These examples are not exhaustive, and other outcomes may also fall outside the scope of guarantees.

## 8. Intellectual Property (IP)

Talent retains full and exclusive ownership of their creative work, personal brand, name, likeness, and intellectual property.

## 9. Confidentiality and Use of Materials

Talent shall not sell, publish, or publicly distribute TSD's strategic methods, internal communications, or proprietary materials to any third party, except with TSD's express written consent. All materials, methods, and communications provided by TSD remain the sole property of TSD, and any use outside the scope of the agreed engagement requires prior written authorization. **Unauthorized use or distribution of TSD's materials may result in legal action, including claims for damages or injunctive relief.**

## 9. Non-Agency & Non-Representation Disclosure

This agreement does not create a legal partnership, joint venture, employment relationship, "Power of Attorney," or an Agency relationship. TSD is an independent contractor. Talent remains solely responsible for all legal and financial obligations incurred with third parties (distributors, venues, collaborators, etc.).

## 10. Term & Termination

- Cycle: Services are provided on a one-month, one-time basis per purchase and do not automatically renew.
- Termination: TSD may suspend or terminate access to the Services for material breach of these Terms. Upon termination, your access to the Services will cease, and all fees are non-refundable.
- Refunds: Due to the consultative nature of this service, all fees are final, non-prorated and non-refundable, regardless of usage.

## 11. Arbitration and Class Action Waiver

### **PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.**

By purchasing this one-month service, you acknowledge and agree that TSD provides advisory and consultative services only, and that the outcome of these services depends on your own efforts and creative execution. To the maximum extent permitted by New York law, Talent agrees that they will not file a lawsuit, class action, or initiate any other judicial proceeding against TSD, its affiliates, officers, employees, or agents for any reason arising from or relating to this service.

Any questions, concerns, or disputes must be addressed directly with the TSD through good-faith negotiation. If such a dispute cannot be resolved, the parties agree to resolve the dispute through binding arbitration administered by the American Arbitration Association in New York, New York, under its Consumer Arbitration Rules.

**YOU AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

This section shall survive termination of these Terms.

## **12. Governing Law and Venue**

These Terms shall be governed by and construed in accordance with the laws of the **State of New York**, without regard to conflict-of-laws principles.

Where arbitration is not permitted, exclusive venue shall lie in the state or federal courts located in **New York County, New York**.

## **13. Contact Us**

For any questions regarding your data or this policy, please contact:

Living The Life Of Our Dreams LLC DBA Talent Services Direct

Phone: 888-885-6389

Email: [info@talentservicesdirect.com](mailto:info@talentservicesdirect.com)