

My Car Deal Advisor

Service Agreement

Independent car-buying advisory, coaching, and document-review services

Field	Detail
Business	My Car Deal Advisor, sole proprietorship
Email	kunal@mycardealadvisor.ca
Mailing address	Available upon request
Website	https://www.mycardealadvisor.ca
Client	-----
Effective date	-----

This Service Agreement ("Agreement") sets out the terms on which My Car Deal Advisor will provide independent car-buying advisory services to the Client.

1. Parties and purpose

- **Provider.** "Provider," "we," "us," or "our" means My Car Deal Advisor, sole proprietorship, as identified above.
- **Client.** "Client," "you," or "your" means the individual or household purchasing services under this Agreement.
- **Purpose.** The purpose of this Agreement is to document the selected service package, define what is and is not included, describe payment and communication terms, and confirm that the Provider acts only as an independent advisor to the Client.

2. Relationship and status

- **Independent advisor only.** The Provider is an independent consultant offering education, deal review, coaching, public-market comparison support, and buyer-side guidance.

- **Not a dealer, broker, salesperson, lender, lessor, insurer, or law firm.** The Provider does not sell vehicles, arrange or provide financing, lease vehicles, accept trade-in title, act as a motor vehicle dealer or salesperson, or provide legal, tax, accounting, investment, or insurance advice.
 - **No agency authority.** The Provider is not your agent and has no authority to bind you, speak for you, negotiate on your behalf, make promises for you, or make promises on behalf of a dealership, seller, lender, lessor, or any other third party.
 - **No handling of transaction funds.** All deposits, purchase funds, lease payments, financing payments, trade-in transfers, and similar amounts must be paid directly by the Client to the applicable seller, dealer, lessor, lender, or other third party.
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3. Services and scope

- **Selected package.** The Provider will supply the package and any add-ons identified in Schedule A.
 - **Service nature.** Services may include one or more of the following, depending on the selected package: document review, quote review, plain-language explanations, deal coaching, public inventory comparison, support during dealership visits, in-person accompaniment where permitted, written action plans, and follow-up debriefs.
 - **Support window.** Each package has a defined support window. Unless otherwise stated in Schedule A, the support window starts on the earlier of the date the Provider begins substantive work or the date of the first included call.
 - **One active search.** Each engagement covers one buyer or household, one active vehicle search, and one vehicle purchase or lease decision unless Schedule A expressly states otherwise.
 - **Scope changes.** A change in vehicle category, addition of another vehicle, or return after the support window may require a new engagement, add-on, or written amendment.
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4. Client responsibilities

- **Accurate information.** You will provide complete, accurate, and timely information, including quotes, worksheets, payment disclosures, lease or finance terms, vehicle details, and any other documents reasonably requested.

- **Decision-maker.** You remain solely responsible for all decisions, communications with third parties, and signing any bill of sale, lease, finance agreement, warranty agreement, or other contract.
 - **Verification.** You are responsible for independently reviewing final documents before signing and confirming the final terms offered by any dealer, seller, lender, or lessor.
 - **Access and scheduling.** You will attend calls on time, respond promptly to reasonable requests, and use included support within the applicable support window.
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5. Fees, invoices, and payment

- **Fees.** Fees are the amounts shown in Schedule A, plus applicable taxes, if any.
 - **Invoice timing.** Unless otherwise agreed in writing, the Provider may issue the invoice after the free consultation and before substantive work begins.
 - **Invoice detail.** Each invoice will itemize the selected package, any add-ons, and the total amount due. If the Client adds services during the engagement, the Provider will issue a separate invoice for the additional items before beginning the added work.
 - **Payment due.** Payment is due on the date stated on the invoice. The Provider may suspend or delay work until payment is received in cleared funds.
 - **Payment methods.** Accepted payment methods may include credit-card payment link, e-transfer, or another method identified on the invoice.
 - **Late or failed payment.** If a payment is reversed, declined, charged back, or otherwise not completed, the Provider may suspend services until the issue is resolved.
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6. Support windows, scheduling, and response times

- **Scheduling.** Calls, live support windows, and dealership accompaniment are subject to availability.
- **Response times.** Unless a different response time is stated in Schedule A, the Provider will make commercially reasonable efforts to respond to routine messages within one business day during business hours, Eastern Time.
- **Urgent dealership support.** Urgent support requests made while you are at a dealership will be prioritized where feasible, but availability is not guaranteed.
- **Expiry.** Unused calls, reviews, support events, or visits expire when the support window ends and do not roll over unless the Provider agrees in writing.

7. No guarantee and assumptions

- **No guaranteed savings or outcome.** The Provider does not guarantee a specific price, monthly payment, approval decision, interest rate, residual value, vehicle availability, delivery date, rebate eligibility, savings amount, or transaction outcome.
- **Third-party control.** Vehicle pricing, incentives, finance terms, lease terms, trade-in values, and all contract terms are controlled by third parties and may change without notice.
- **Educational and analytical role.** The Provider's role is to help you understand options and risks, not to guarantee a result.

8. Dealership visit support and in-person attendance

- **Support person only.** If the Provider attends a dealership visit or participates by phone or text during a visit, the Provider does so only as a support person and consultant to the Client.
- **No representation or direct contact.** The Provider will not speak to dealership staff, salespeople, finance managers, or any third party on the Client's behalf, will not identify themselves as the Client's representative or agent, and will not make offers, counteroffers, commitments, or statements of intent on the Client's behalf. All communication with the dealership remains the Client's responsibility.
- **Compliance with law and venue rules.** Any in-person activity is subject to applicable law, dealership policies, property rules, and the Provider's safety and scheduling constraints.
- **End of support event.** The Provider may end an in-person or remote support session if the situation becomes unsafe, abusive, unlawful, or materially different from what was described beforehand.

9. No conflicts, commissions, or referrals

- **No dealer compensation.** Unless expressly disclosed in writing, the Provider does not accept dealer compensation, kickbacks, or success-based compensation tied to the Client completing a vehicle transaction.

- **Future referral disclosure.** If the Provider ever offers or accepts a referral arrangement, affiliate relationship, or other compensation that could reasonably affect recommendations, the Provider will disclose it in writing before relying on it for the Client's engagement.
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10. Client communications and electronic delivery

- **Electronic records.** The parties agree that invoices, notices, forms, and other records may be delivered electronically.
 - **Service communications.** You consent to receive service-related communications by email, phone, or text concerning your inquiry, package, invoice, scheduling, documents, and requested services.
 - **Marketing optional.** Marketing communications, newsletters, or promotional messages, if any, will be handled separately and subject to your consent choices and applicable anti-spam rules.
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11. Confidentiality

- **Confidential handling.** Each party will treat non-public information received from the other party as confidential and use it only for the purposes of the engagement, except where disclosure is required by law or reasonably necessary to obtain professional advice.
 - **Client documents.** The Provider will take reasonable steps to protect client documents and personal information in its custody, but the Client acknowledges that no electronic system is entirely risk-free.
 - **Excluded information.** Confidentiality does not apply to information that is public through no breach of this Agreement, already known without confidentiality restriction, or lawfully received from a third party.
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12. Intellectual property and limited use

- **Provider materials.** Any checklists, notes, frameworks, templates, summaries, comparison formats, or other materials created by the Provider remain the Provider's intellectual property unless expressly assigned in writing.

- **Client-use licence.** The Provider grants the Client a personal, non-exclusive, non-transferable licence to use the deliverables for the Client's own vehicle-shopping and decision-making purposes.
 - **No resale or republishing.** The Client will not sell, redistribute, publish, or create derivative commercial materials from the Provider's deliverables without prior written consent.
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13. Cancellations, rescheduling, and refunds

- **Definition of substantive work.** "Substantive work" means the Provider has begun reviewing client-submitted documents, conducting research related to the Client's vehicle search, delivering any scheduled call or support session, or preparing a written action plan or comparison. Issuing an invoice alone does not constitute substantive work.
 - **Client cancellation before substantive work.** If the Client cancels after payment but before substantive work begins, the Provider may issue a refund less non-recoverable processing fees or reasonable administrative costs, unless law requires a different result.
 - **Client cancellation after substantive work begins.** Once substantive work has begun, fees for work already performed are non-refundable. At the Provider's discretion, any clearly unused portion of a package may be converted into a credit, partial refund, or no refund depending on the work completed, scheduling commitments, and resources already allocated.
 - **Cancellation response.** If the Client requests a cancellation after substantive work has begun, the Provider will respond in writing within five business days with a breakdown of work completed and a determination of whether any credit, partial refund, or balance is applicable.
 - **Missed appointments.** Missed calls or appointments cancelled with less than 24 hours' notice may be treated as used sessions at the Provider's discretion. Appointments rescheduled with at least 24 hours' notice will not count as used sessions, subject to scheduling availability.
 - **Provider cancellation.** If the Provider cancels before substantive work begins and does not reschedule or provide an acceptable substitute, the Provider will refund any prepaid amount for services not performed.
 - **Consumer-law carve-out.** Nothing in this Agreement limits any non-waivable rights the Client may have under applicable law.
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14. Limitation of liability

- **Indirect damages excluded.** To the fullest extent permitted by law, the Provider is not liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost opportunities, or loss arising from a third party's actions or decisions.
 - **Liability cap.** To the fullest extent permitted by law, the Provider's total aggregate liability arising out of or related to the engagement will not exceed the total fees actually paid by the Client to the Provider under the applicable Schedule A.
 - **Essential basis.** The parties agree that the fees reflect this allocation of risk.
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15. Indemnity

- **Client indemnity.** The Client will indemnify and hold harmless the Provider from third-party claims arising from the Client's own statements, instructions, unlawful acts, misuse of deliverables, or inaccurate information supplied by the Client, except to the extent caused by the Provider's own wilful misconduct or gross negligence.
 - **Provider indemnity.** The Provider will indemnify the Client for third-party claims arising directly from the Provider's wilful misconduct or gross negligence in performing the services.
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16. Term and termination

- **Term.** This Agreement starts on the Effective Date and continues until the end of the support window and completion of the included services, unless terminated earlier under this section.
 - **Termination for cause.** Either party may terminate for material breach if the other party fails to cure the breach within ten days after written notice, where a cure is reasonably possible.
 - **Immediate termination.** The Provider may terminate immediately for abusive conduct, fraud, unlawful activity, or a conflict that makes continued service inappropriate.
 - **Accrued rights.** Termination does not affect payment obligations already accrued or provisions that by their nature should survive termination.
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17. Privacy

- **Privacy policy incorporated.** The Provider's Privacy Policy, as updated from time to time, describes how personal information is collected, used, disclosed, retained, and safeguarded and is incorporated into this Agreement by reference.
 - **Minimum necessary use.** The Provider will use personal information only as reasonably necessary to deliver services, manage the engagement, comply with law, and operate the business.
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18. General

- **Governing law.** This Agreement is governed by the laws of Ontario and the federal laws of Canada applicable in Ontario.
 - **Entire agreement.** This Agreement and its schedules are the entire agreement between the parties regarding the engagement and replace prior discussions on the same subject.
 - **Amendments.** Any amendment must be in writing.
 - **Severability.** If any provision is held unenforceable, the remaining provisions will continue in effect to the maximum extent permitted by law.
 - **Assignment.** The Client may not assign this Agreement without the Provider's written consent. The Provider may assign this Agreement to a successor to the business, subject to applicable law.
 - **Counterparts and electronic acceptance.** This Agreement may be accepted electronically and in counterparts, each of which is deemed an original.
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Schedule A. Order Summary

Complete this schedule for each client engagement.

Field	Detail
Client name	-----
Selected package	-----
Add-ons	-----
Fee	-----
Taxes	-----
Invoice date	-----
Payment received date	-----
Support window	-----
Engagement start date	-----
In-person service area	-----
Special notes	-----

Schedule B. Package support windows and package notes

- **Deal Review.** One quote, worksheet, lease offer, or finance breakdown review; one call up to 20 minutes; one round of follow-up questions by email; seven-day support window.
- **Deal Prep.** Includes Deal Review plus one prep call up to 30 minutes, up to two quote reviews, written action plan within 24 hours, one follow-up debrief call up to 15 minutes, and thirty-day support window.
- **Deal Coach.** Includes Deal Prep plus one strategy call up to 45 minutes, one public inventory and deal comparison search with ranked shortlist, up to four quote reviews, live phone or text support during up to two dealer visits, up to two post-visit debriefs, and forty-five-day support window.
- **Full Journey.** Includes Deal Coach plus in-depth needs and budget discussion, vehicle guidance and side-by-side option comparison, up to two in-person dealership visits in the agreed service area, paperwork review before signing, high-touch phone and text support during the engagement window, post-purchase check-in, and up to sixty-day maximum support window.

Acceptance

	Provider	Client
Signature	-----	-----
Name	-----	-----
Date	-----	-----
