Digital Reach Terms of Service

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Provider: **Shane Perry SEO LLC, doing business as Digital Reach** ("Agency," "we," "us"). "Client," "you" and "your" mean the client identified in the accepted Statement of Work ("SOW"). The SOW identifies the parties, authorized representatives, notice addresses, services and effective date.

1. Agreement and acceptance

An engagement begins when Agency and Client expressly agree to an identified proposal or statement of work (SOW), including its scope, fees and start conditions. Approval may be given by a clear email reply, expressly on a Zoom, telephone or other meeting, or through the qualifying invoice-payment process below, where applicable law permits. A separate formal signature is not a routine condition of starting ordinary services. Each representative must have authority to bind the named party.

These Terms and any Client Services Agreement or addenda apply only if they were provided or made reasonably available before acceptance, identified as part of the proposal, and actually accepted. A general "go ahead" does not establish acceptance of conditions the Client was not given. The proposal and SOW may be the same document if it contains the agreed details. A website visit, inquiry, consultation without express approval, or unaccepted estimate alone does not purchase services.

Client may also accept the identified services, fees and Terms by voluntarily paying an invoice that, before payment, clearly identifies the proposal/SOW or services covered, specifies the dated Terms version, provides an accessible copy the Client can retain, and conspicuously states that payment signifies acceptance of those identified documents. Payment must be made by Client or someone authorized to act for Client, with the required notice and an actual manifestation of assent under applicable law. An invoice may serve as the SOW if it contains the agreed scope, fees and other necessary details.

A hyperlink without adequate notice, a routine automatic charge, or payment of an existing balance does not by itself establish acceptance of unseen, additional or replacement Terms. An invoice cannot silently amend an existing engagement, and posting a new version does not retroactively change past payments or agreements. Agency retains the invoice, notice, referenced documents and available approval/payment evidence; none of these records alone guarantees enforceability. Payment does not replace a legally required written instrument, signature or separate personal/provider consent.

For verbal approval, Agency documents the meeting date, participants, proposal version, agreed scope and fees, and the terms expressly accepted, then sends a written recap. A contemporaneous note or recap preserves evidence; it does not by itself prove disputed assent. Silence in response does not accept new terms or cure missing permission. An affirmative email confirmation is useful evidence, but is not an additional condition of an otherwise valid verbal agreement unless required by law or expressly agreed. Any legally required writing, signature or separate consent must still be obtained for the affected transaction or provision.

The accepted documents form the Agreement. Conflicts are resolved in this order:

1. Mandatory applicable law.
2. A later amendment expressly accepted by both authorized contracting representatives under this section, only for the provisions it identifies.
3. An applicable data-processing addendum for its covered processing, and an individual's specific release for permitted uses of that person's likeness. The SOW cannot expand that release; Agency and Client cannot grant rights the individual has not authorized.
4. Any expressly accepted Client Services Agreement.
5. The completed SOW for scope, deliverables, fees, schedule, acceptance, maintenance and exit arrangements.
6. These identified Terms for remaining matters.

The SOW changes liability, indemnity, dispute provisions or other legal terms only through an express amendment naming the affected provision and mutually accepted through this process, with any legally required writing or signature. An invoice or ordinary project instruction does not silently amend legal terms. Website updates do not amend existing engagements; replacement versions require actual mutual acceptance.

2. Services and scope

Services may include custom websites, software, SEO, advertising, content, media and related work specified in the SOW. The SOW must distinguish deliverables, revisions, defect correction, new features, ongoing marketing, hosting and maintenance. It must state dependencies, approval stages, delivery assumptions and any correction or acceptance period. The SOW sets any revision limits, correction or warranty period and service-level commitments.

Client delays, unavailable materials or third-party dependencies may require a revised schedule. We will identify the effect and agree on changed work or charges before proceeding. Neither a delay nor an estimate automatically authorizes extra fees or forfeiture of unearned funds.

3. Approvals and changes

The SOW names people authorized to approve content, scope, costs and production releases, and their approved email, chat or meeting channels. Express approval must identify the work or version approved. Verbal decisions are documented and recapped as described in section 1. Permission to discuss a project does not itself authorize spending or publication.

Scope changes require express agreement on the change, price or charging basis, expenses and schedule before the changed work starts. Approval may use the agreed channels, with a written record of any verbal decision. Silence, elapsed time and unrelated approvals are not blanket acceptance. Client approval does not excuse our own contractual duties.

Routine updates and emergency actions require express, scoped authorization in the SOW or a later approved instruction. It must identify permitted actions and any spending limits. Emergency authorization is not permission to redesign, expand scope or train a model. We may decline unlawful instructions.

4. Client materials and factual review

You supply necessary access, materials and timely decisions, and confirm that supplied materials and instructions are lawful and properly authorized. You identify who approves business facts, claims, regulated statements and publication rights, including rights involving customers or employees.

Review requested proofs for accuracy, permissions and suitability. We review our work with reasonable care; your factual approval does not shift our own errors or legal responsibilities to you. Neither party may knowingly publish fabricated testimonials, results, credentials or misleading representations. Legal, clinical, tax and other regulated professional determinations remain with the appropriate qualified adviser.

5. Fees and payment

Fees are in USD and due on receipt of invoice unless the accepted SOW states otherwise. The SOW states payment stages and any authorized third-party expenses. Ad spend, hosting, licenses and other vendor charges must identify who pays and who owns the account; no unapproved expense is authorized here.

An amount unpaid 15 days after its due date may incur a late charge of 1.5% per month on the outstanding balance, subject to the maximum lawful amount. Identify good-faith billing disputes promptly; undisputed amounts remain due. Suspension follows section 12, rather than an automatic right to disable a website.

Fees for completed authorized work and approved, noncancelable commitments are earned and nonrefundable except where the Agreement or law requires otherwise. Advances are credited to the agreed work; calling an advance a deposit does not make all undelivered work earned. The SOW must explain allocation and treatment of advances on cancellation. If Agency terminates without cause, we refund the prorated advance attributable to unfulfilled services. Other refund questions remain subject to the SOW and mandatory law; unearned advances are not automatically forfeited.

6. Security, hosting and maintenance

We use reasonable care appropriate to the agreed work and access. Both parties protect credentials and limit access appropriately. No website, custom code, static architecture, vendor or security measure is guaranteed hack-proof, uninterrupted or error-free.

A website build does not automatically include continuing hosting, updates, monitoring, backups or incident response. Paid maintenance or hosting must have an SOW specifying responsibilities, supported components, coverage, backup and retention arrangements, restoration/rollback process and any response commitments.

We cooperate on incidents affecting the engagement and follow applicable notification and preservation duties. Contractual approval, confidentiality and liability provisions do not waive mandatory breach-notice obligations or permit notice to be delayed unlawfully. Additional data-processing responsibilities belong in the applicable addendum.

7. AI-assisted work and likeness

Where appropriate to the agreed work, Agency may use AI tools for research, coding, copy or media, with human review appropriate to the intended use. Platform terms and technical limitations apply. We do not promise that generated material is unique, exclusive or copyright-protected. Any rights transfer covers only rights we actually hold and may transfer.

Confidential information, personal data and sensitive materials may be processed only within the agreed processing scope, providers and safeguards. These Terms do not authorize unrestricted uploads, vendor training or a claim that every provider excludes training or retention. Sensitive uses require suitable written arrangements before processing.

Uploading a photo for ordinary editing is not permission for face or voice training, cloning or a reusable identity model. Those activities require a separate, specific release from the appropriate rights holder identifying the person, recipients, activity, permitted uses, approvals and retention/deletion arrangements, including guardian authority where relevant. Copyright permissions and likeness permissions must both be addressed. Approval of generated content does not authorize misleading endorsements or remove required disclosures.

8. Ownership, licenses and handoff

You retain your materials. Once the amounts due for the relevant bespoke deliverables are fully paid, Agency assigns to you its transferable intellectual-property rights in final client-specific deliverables created under that SOW, including their client-specific source code. Third-party material and retained Agency components are excluded from that assignment and must be identified.

Any ownership transfer must satisfy applicable legal requirements. Agency will provide a written instrument signed by the rights owner or authorized agent where required, including a valid electronic instrument where permitted. Ordinary verbal project approval alone is not a signed copyright assignment.

Agency retains pre-existing or independently developed frameworks, reusable code, templates and tools. For Agency-owned components incorporated into paid deliverables, you receive a perpetual, worldwide, nonexclusive, fully paid, royalty-free license to use, copy, modify, maintain, host and migrate them as part of your website or business deliverable, and engage others to do so. That license survives termination and may transfer with the website or business. It does not permit selling Agency tools as standalone products.

Open-source packages, vendor software, stock assets, fonts and platform outputs retain their applicable licenses. We disclose material restrictions, account dependencies and continuing fees relevant to the agreed use; the Agreement does not override those licenses. Internal prompts, automation systems, unused concepts and working files are not deliverables unless the SOW includes them.

For a custom site, handoff includes deliverable source, build instructions and permitted exports needed for use, maintenance and migration. The SOW identifies repositories, formats and account access. Retained Agency code may not be used to prevent the licensed use, maintenance or migration

promised above. Client-owned domains and accounts remain yours; access to them is not withheld as payment leverage. Additional offboarding work requires an agreed scope and charges.

9. Confidentiality and data

Each party protects nonpublic information received for the engagement and uses it only for the agreed purpose. Access is limited to people who need it and are subject to appropriate confidentiality obligations. These duties exclude information lawfully public, already known, independently developed or lawfully received without restriction.

Required legal disclosure is permitted, with notice where lawful. Return, export and deletion follow the SOW, applicable processing addendum and law; retained legal or security records remain protected. Retention periods follow those arrangements and applicable law. The Privacy Policy describes public-site practices; it does not replace client processing instructions, a required data agreement or specific consent.

10. Third-party dependencies and outcomes

Platforms may change policies, availability, accounts, APIs or prices. We cannot guarantee rankings, traffic, leads, bookings, sales, ROI, platform approval or continued vendor availability. Past results do not predict your results.

We remain responsible for our agreed work, reasonable care and our own acts or omissions. A third-party outage or policy change is not blanket immunity from those obligations. We identify material dependencies and their effect on the agreed work; changes needing extra work or spending require approval under section 3.

11. Portfolio, advertising and creative examples

When you accept a proposal incorporating these Terms and this permission, you grant Agency a nonexclusive, worldwide, royalty-free license, to the extent of rights you hold or may authorize, to use content we create for you to demonstrate and promote our creative services. Covered uses include our portfolio, website, social media, showreels, case studies, and organic or paid advertising. We may reproduce, display, distribute, crop, resize and make reasonable excerpts or edits for those purposes, including combining examples into new promotional content. Service providers may handle the content on our behalf solely for these authorized uses.

This permission covers final creative work and selected production excerpts that you have approved and released for public use, or separately authorized us to showcase. Your business name and branding may appear with the work to identify the project, subject to agreed brand restrictions. Within that authorized scope, a separate approval for each reuse is not required. The license continues after the engagement ends unless we agree otherwise, subject to applicable law and the limits below. You retain your ownership rights; this is a promotional-use license, not a transfer of your content to Agency.

An accepted SOW, confidentiality agreement or another expressly agreed restriction may limit this permission, including launch timing, anonymity or excluded material. It does not cover raw private files, confidential or unreleased work, correspondence, customer records, nonpublic metrics, campaign

settings, or resale/licensing of your content for unrelated third-party purposes. Case-study descriptions remain generalized unless further detail is specifically authorized and substantiated.

Copyright, stock, music, platform and other third-party licenses, and permissions for a person's image, name or voice, must cover the proposed Agency promotional use. Neither party can grant rights it does not hold. We must obtain any additional required permissions or leave the affected material out. This license does not authorize face/voice model training, cloning, fabricated testimonials, false endorsements or unsupported results. Applicable law, individual permissions and their valid withdrawal terms remain controlling; accepting a service proposal does not waive them.

12. Suspension, termination and offboarding

You may cancel ongoing monthly services with 30 days' written notice to the designated notice address. Fees for authorized work through termination remain due. Project cancellation and advance allocation follow the SOW and section 5.

For a remediable material breach, the nonbreaching party gives written notice describing the issue and allows the cure period specified in the SOW before suspension or termination. The SOW sets the notice and cure procedure. If it does not specify a period, a reasonable opportunity to cure must be provided consistent with applicable law. Immediate restrictions must be limited to what law or an express, scoped security/hosting authorization permits. Any hosted-site suspension must follow the SOW's specific notice and suspension process, with reasonable steps to limit avoidable harm.

Agency may terminate without cause by written notice identifying the effective date and arranging the section 5 prorated refund. We will coordinate an orderly handoff of paid deliverables and client-owned access under section 8. Neither termination nor a payment dispute authorizes destruction of client data or seizure of client accounts. Any separately charged transition assistance needs approval. Confidentiality, accrued payments, ownership/licenses, permitted liability limits and dispute terms survive where needed to fulfill their purpose.

13. Work standards and warranty limits

Agency will perform with reasonable skill and care and substantially follow the accepted SOW. Report suspected defects through its stated process. The SOW distinguishes correction of work that misses agreed requirements from new preferences, changed requirements or continuing support.

Except for express commitments and rights that law protects, services and third-party components are supplied as available, without implied warranties of merchantability, fitness for a particular purpose or noninfringement to the extent those disclaimers are lawful. These disclaimers do not erase the express work and security-care obligations above.

14. Liability limits

To the extent permitted by law, Agency is not liable for indirect, incidental, special, consequential or punitive damages, including lost profits, revenue, goodwill or data arising from the engagement. The description of a loss alone does not override a legally required remedy.

Agency's aggregate liability for claims relating to the specific services giving rise to the claim is limited to the amount Client paid Agency for those services during the three months immediately preceding the event causing liability.

These exclusions and cap do not protect fraud, intentional misconduct, gross negligence, death or personal injury to the extent limitation is unlawful, or any other liability or remedy that cannot lawfully be excluded or limited. They do not cancel an express refund obligation, client ownership/license rights or mandatory breach-notice duties.

15. Third-party claims

Client will defend and indemnify Agency against third-party claims to the extent caused by Client-supplied material or instructions that infringe rights, violate law or breach the Agreement. This does not cover Agency's own breach, negligence or wrongdoing.

Agency must give prompt notice, allow a reasonable defense with qualified counsel and cooperate. No settlement may admit Agency fault or impose nonmonetary obligations on it without its consent, not unreasonably withheld. Recovery is limited to reasonable defense costs and amounts properly payable under this section and applicable law. No Agency IP indemnity is implied.

16. Disputes and general provisions

Hawaii law governs, subject to applicable federal law and nonwaivable protections. The parties first notify each other of a dispute and seek a practical resolution without obstructing filing deadlines or mandatory remedies.

Subject to mandatory law, disputes arising out of or relating to the Agreement will be resolved by individual binding arbitration in Honolulu, Hawaii rather than court. Proceedings will be individual, not class, consolidated or representative proceedings, only to the extent that restriction is enforceable and does not waive a nonwaivable right.

This provision applies only where the parties actually assented to it and applicable record and formation requirements are met. A meeting recap alone does not establish acceptance of arbitration or an individual-action restriction.

The parties will mutually agree on a neutral arbitrator and applicable procedures, consistent with law and any accepted dispute provisions in the SOW. If appointment cannot be agreed or the agreed method fails, the applicable statutory appointment process governs. Neither party may choose the arbitrator alone. Mandatory law controls required exceptions, access to remedies and any required allocation of costs; no fixed arbitration fee or cost split is established here. Courts remain available for functions permitted by applicable arbitration law, including permitted interim relief and enforcement.

The accepted Agreement governs its stated work, not unrelated or previously accepted engagements unless expressly replaced. An unenforceable provision may be severed only as law permits, without creating a new agreement to arbitrate or waiving rights that cannot lawfully be waived. The parties are independent contractors; neither may bind the other without express authority. Notices use the SOW's designated addresses. Waivers and amendments must follow section 1's identification, actual acceptance and applicable form requirements. Nothing here limits mandatory applicable law.