

# Terms & Conditions

*Last updated: May 14, 2026*

These Terms & Conditions (the "Terms," "Agreement," or "T&C") are a binding legal agreement between **Ai Client Genius, a Minnesota Corporation**, doing business as **Ai Client Genius** ("Provider," "we," "us," or "our"), and **you** ("Client," "you," or "your" — meaning any person or entity that purchases, subscribes to, accesses, uses, configures, or otherwise obtains the benefit of the Services, whether for its own use or on behalf of another business). By completing checkout, clicking "I agree," registering for an account, or accessing or using any part of the Services, Client agrees to these Terms. If Client does not agree, Client must not complete payment and must not use the Services. Provider may perform any portion of the Services directly or through qualified subcontractors, software vendors, technology partners, white-label fulfillment partners, and other service providers (collectively, "Service Providers"), and references to Provider's performance of the Services include performance by Service Providers acting on Provider's behalf.

**THESE TERMS CONTAIN A BINDING INDIVIDUAL ARBITRATION PROVISION, A CLASS ACTION WAIVER, AND A JURY-TRIAL WAIVER. PLEASE READ THE DISPUTE RESOLUTION SECTION BELOW. A LIMITED RIGHT TO OPT OUT IS AVAILABLE ONLY IF CLIENT STRICTLY FOLLOWS THE PROCEDURE DESCRIBED THERE.**

## 1. Acceptance

By purchasing, subscribing to, activating, accessing, or using any Provider services, products, subscriptions, programs, software, dashboards, widgets, hosted features, automations, AI tools, deliverables, managed services, or related support offerings (collectively, the "Services"), Client agrees to be bound by this Agreement. Client represents that Client is at least eighteen (18) years old and has full authority to bind Client and any entity on whose behalf Client is purchasing or using the Services, and that Client's use of the Services will at all times comply with this Agreement and with all applicable laws. Client further agrees that any person acting in connection with Client's use of the Services — including Client's employees, contractors, customers, end users, affiliates, or any other party for whom Client provides, resells, or enables access to the Services — shall be bound by this Agreement to the same extent as Client, and Client is solely responsible for any act or omission of any such person.

## 2. Changes

Provider may change the content, scope, features, delivery methods, subscriptions, pricing, support channels, and mix of Services at any time, and may revise these Terms at any time by posting an updated version on a Provider website, checkout page, member portal, or dashboard, or by sending notice to the email address associated with Client's account. Continued use of the Services after an update constitutes acceptance of the updated Terms. If Client does not accept an update, Client must stop using the Services and cancel in accordance with the cancellation provisions below.

### **3. Services and Materials**

The Services may include, without limitation, search visibility services (including GEO, SEO, and "near me" optimization), paid advertising (including PPC and Google Local Service Ads), business listings and directory management, AI-enabled tools (including chatbots and voice agents), website-related services (including accessibility solutions), automation systems, reporting dashboards, integrations, and any other marketing, software, or technology-enabled services Provider offers from time to time. The specific Services included in Client's plan are those selected at checkout, on the applicable order or pricing page, or as otherwise agreed in writing, and where a Service has a corresponding service-specific section below, that section applies.

Subject to Client's compliance with these Terms, Provider grants Client a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services and the related content, software, widgets, scripts, dashboards, documentation, reports, templates, automations, workflows, and other materials Provider makes available (the "Materials") solely in connection with Client's use of the Services. Except as expressly permitted in this Agreement, Client may not modify, reproduce, distribute, publicly display, reverse engineer, decompile, create derivative works from, sublicense, lease, share access to, or otherwise exploit the Services or Materials, and any resale, rebrand, white-label, or intermediated use of the Services does not diminish Client's obligations under this Agreement. All timelines and delivery estimates are contingent on Client responsiveness, access provision, third-party approvals, platform conditions, and other external factors, and Provider is not responsible for delays caused by such factors.

Unless Client provides prior written notice to opt out, Provider may identify Client as a customer and use Client's name, logo, and general business identity in marketing materials, case studies, and promotional content.

### **4. Accounts, Access, and Credentials**

Provider may approve, reject, suspend, or revoke any account or access request in its sole discretion. Usernames, passwords, API keys, tokens, and other credentials issued in connection with the Services are for Client's internal use only, are non-transferable, and Client is responsible for maintaining their confidentiality and for all activity occurring through them or through connected systems. Client is responsible for providing and maintaining all access necessary for Provider to perform the Services, including access to websites, hosting, DNS, analytics, call tracking, CRM, calendars, advertising platforms, Google Business Profile, Google Local Services, social accounts, directory profiles, source files, content systems, phone systems, and any other connected service. Delays or limitations caused by Client's failure to provide access may delay performance or reduce results, and Provider is not responsible for the consequences. Where access is provided to Provider on behalf of a third party, Client represents that it has full authority to grant that access and will indemnify Provider for any claim that the access was unauthorized.

## **5. Subscriptions, Term, and Renewal**

Unless a service-specific section below states otherwise, the initial term of each Service is twelve (12) months, after which the Service continues on a month-to-month basis and renews automatically until canceled. Provider will provide at least thirty (30) days' prior notice of any non-renewal, discontinuation, or material change to a Service, delivered to the email address associated with Client's account; it is Client's responsibility to keep that email address current. Subscriptions and the rights associated with them are personal to Client and non-transferable unless Provider expressly agrees otherwise in writing. Upon discontinuation of a Service, Provider may delete databases, hosted assets, call logs, chatbot and voice-agent logs, reporting data, configuration records, and other information associated with that Service, except where retention is required by law or Provider elects to retain such data for operational, billing, evidentiary, backup, or compliance purposes.

## **6. Payment and Billing**

All Services are billed on a recurring subscription basis unless otherwise stated. By submitting payment, Client authorizes Provider and its payment processing partners (which may include Stripe and other processors from time to time) to charge Client's selected payment method for all applicable fees, including setup fees, subscription fees, management fees, usage fees, overage fees, taxes, and any other amounts incurred in connection with the Services. Use of any payment processor is subject to that processor's own terms and privacy practices. Subscriptions automatically renew unless canceled with the required notice before the renewal date, and Provider may modify pricing with prior notice. All orders are subject to acceptance by Provider, and Provider may refuse or cancel any order in its sole discretion, including after acceptance.

Client agrees to pay all applicable taxes, levies, duties, and similar governmental assessments associated with the Services, excluding taxes based on Provider's net income. If Client does not pay on time, or if Provider or its payment processor cannot charge Client's payment method for any reason, Provider may suspend or terminate Services, pause campaigns, disable software features, revoke licenses, suspend support, cancel hosted features, and bill unpaid amounts by any lawful means. Amounts unpaid for more than thirty (30) calendar days from the invoice date are past due. If they remain unpaid fifteen (15) calendar days after notice of past-due status, Provider may charge interest at one percent (1%) per month until all amounts owing, including interest, are paid in full, and Client will reimburse Provider for reasonable costs of collection, including attorneys' fees and internal collection time at Provider's then-prevailing rate.

## **7. No Refunds**

**ALL PURCHASES OF SUBSCRIPTIONS, SERVICES, SETUP FEES, MANAGEMENT FEES, LICENSES, IMPLEMENTATION FEES, SOFTWARE-ENABLED SERVICES, ACCESSIBILITY SERVICES, AI SERVICES,**

**MARKETING SERVICES, AND ANY OTHER PRODUCTS OR SERVICES FROM PROVIDER ARE FINAL AND NON-REFUNDABLE.**

Provider may, in its sole discretion, decline any discretionary refund or credit where it reasonably determines the purchase was made with the intent of receiving the benefit of the Services and then seeking reimbursement afterward. Client agrees not to initiate a chargeback except where Client did not actually receive the Services ordered, and a wrongful chargeback is itself a breach of this Agreement for which Provider may immediately terminate, pursue collection of the disputed amount, and recover its costs.

## **8. Cancellation and Termination**

Unless a service-specific section states otherwise, cancellation requires at least thirty (30) days' prior written notice before the next renewal, and Client will not receive a refund for amounts already paid and remains responsible for accrued charges, usage charges, outstanding fees, and any minimum-commitment amounts then due. Some Services include an initial minimum term and may not be canceled before that minimum term expires except as expressly allowed in the applicable service-specific section or by Provider in writing. Upon termination or cancellation, Provider may stop Services, revoke access, remove hosted elements, disable widgets, pause automations, remove campaign management, stop support, and disconnect integrations. Provider may terminate or suspend Services immediately for non-payment, abuse, legal risk, third-party platform restrictions, policy violations, unauthorized use, or any conduct Provider reasonably determines is inappropriate, unlawful, risky, or disruptive. Provisions that by their nature should survive termination — including payment, confidentiality, license restrictions, indemnification, disclaimers, limitations of liability, the AI-training license, dispute resolution, and accrued rights — will survive.

## **9. Electronic Communications**

By purchasing or using the Services, Client consents to receive electronic communications from or on behalf of Provider, including service notices, onboarding communications, billing notices, support communications, marketing communications, and, where applicable, text messages and prerecorded or AI-assisted calls, at the email addresses, phone numbers, and contact endpoints Client provides. Client agrees that electronic communications satisfy any legal requirement that such communications be in writing. Client may opt out of marketing-related emails by following the opt-out instructions in the communication, but Provider may still send transactional, account, security, operational, or service-related communications. Client is responsible for obtaining any consents required under applicable communications laws from any recipient of communications sent, triggered, or delivered through the Services.

## **10. Privacy and Data Use**

Provider may collect, receive, store, access, use, process, transmit, and share information necessary to provide and improve the Services, process payments, manage accounts, communicate with Client, maintain integrations, provide support, conduct analytics, train and improve models as described below, and fulfill operational, legal, and security purposes. Such information may include account details, business information, campaign data, website data, profile data, analytics data, technical data, usage data, IP addresses, device and browser information, communications, lead and call records, chatbot and voice-agent transcripts, and any other data reasonably related to the Services. Provider may disclose such information to affiliates, contractors, service providers, software and AI vendors, analytics providers, payment processors, publishers, directory networks, hosting providers, telecom providers, advertising platforms, and other third parties that help provide the Services, and data may be stored and processed in the United States or other jurisdictions where Provider, its affiliates, or its service providers operate. Where Provider publishes a standalone privacy policy, that policy supplements this section and controls as to its subject matter.

Client is solely responsible for ensuring that any personal data uploaded, connected, collected, transmitted, or otherwise made available through the Services complies with all applicable privacy laws — including GDPR, UK GDPR, CCPA/CPRA, other U.S. state privacy laws, PIPEDA, LGPD, and any applicable sectoral laws such as HIPAA or GLBA — and for publishing accurate privacy notices and obtaining any consents required. Provider is not a HIPAA business associate or GLBA service provider unless a signed separate addendum is in place. As between the parties, Client is the controller or "business" (and Provider the processor or "service provider") with respect to personal data made available through the Services, and Client will ensure that its upstream and downstream agreements include terms at least as protective of Provider as this Agreement.

## **11. Service Data and AI Training License**

In the course of providing the Services, Provider generates, collects, and receives a variety of data — including configuration data, usage logs, performance metrics, chatbot and voice-agent transcripts, call recordings, audit records, model prompts and completions, test data, support communications, error logs, and similar operational data (collectively, "Service Data"). Client grants Provider a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use, reproduce, modify, aggregate, and otherwise process Service Data in de-identified and/or aggregated form for any lawful purpose, including to operate, secure, maintain, benchmark, debug, test, and improve the Services; to develop, train, fine-tune, evaluate, and improve Provider's and its vendors' software, machine-learning models, AI models, chatbots, voice agents, automations, and analytics; to generate industry benchmarks, reports, insights, and anonymized statistics; and to build new products and services. "De-identified" means data from which direct identifiers have been removed, masked, tokenized, or aggregated so that the data does not reasonably identify a specific individual or business. Client represents that it has all rights and authority necessary to grant this license on behalf of itself and any third party for whom it provides, resells, or enables access to the Services, and Client will indemnify Provider for any claim that it lacked such authority.

## **12. Third-Party Platforms, Providers, and Links**

Many of the Services depend on, integrate with, or are delivered through third-party platforms, networks, publishers, software providers, telecom providers, and service providers — including Google, Meta, Microsoft, OpenAI, Anthropic, listings networks, payment processors, and telephony carriers ("Third-Party Providers"). Third-Party Providers have their own terms, policies, service levels, limits, and restrictions, and those terms also apply to the Services. Provider does not verify and is not responsible for the truthfulness, accuracy, quality, completeness, availability, policy changes, suspensions, or acts or omissions of any Third-Party Provider, and links or integrations to third-party sites are provided as a convenience without endorsement.

**PROVIDER WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES, CONTENT, DEALINGS, OR COMMUNICATIONS AVAILABLE ON OR THROUGH ANY THIRD-PARTY PROVIDER OR THIRD-PARTY SITE, OR FOR ANY HARM, DAMAGES, OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH CLIENT'S USE OF OR RELIANCE ON ANY THIRD-PARTY PROVIDER OR THIRD-PARTY SITE, INCLUDING ACCOUNT SUSPENSIONS, BANS, DELISTINGS, RANKING LOSSES, OR OTHER RESTRICTIONS IMPOSED BY ANY THIRD-PARTY PROVIDER, REGARDLESS OF CAUSE.**

## **13. Prohibited Use**

Client agrees to act lawfully and in accordance with common standards of professional conduct, and agrees not to use the Services to: violate any law or regulation; infringe any intellectual property, privacy, or publicity right; defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; disseminate spam, unsolicited solicitations, pyramid schemes, chain letters, or similar communications; exploit minors or depict cruelty to animals; solicit or post sexually explicit content where prohibited; incite or facilitate illegal activity; introduce malware, spyware, or other harmful code; use automated scraping, load-generating, or other abusive tools; or otherwise take any action that imposes an unreasonable or disproportionate load on Provider's infrastructure. Client is responsible for ensuring that any content it uploads, publishes, transmits, configures, or causes to be sent through the Services — including ad copy, landing pages, listings content, chatbot knowledge bases, voice-agent scripts, SMS or email content, webhooks, and scraped or imported data — is lawful, accurate, non-misleading, properly licensed, and compliant with all applicable platform policies. Provider may terminate or suspend Services, remove content, and cooperate with law enforcement where it deems appropriate.

## **14. Intellectual Property**

Provider and its licensors retain all right, title, and interest in and to Provider's pre-existing intellectual property, software, systems, automations, processes, methods, templates, scripts, know-how, documentation, widgets, dashboards, code, service architecture, campaign methodologies, implementation methods, workflow designs, trade secrets, branding, and all related Materials

(collectively, "Provider IP"). Except where a service-specific section below expressly grants ownership of a deliverable, nothing in this Agreement transfers any Provider IP or third-party IP to Client, and any incorporated Provider IP or third-party IP is licensed non-exclusively, non-transferably, and solely for use with the deliverable and subject to any applicable third-party restrictions. Any feedback, suggestion, or idea Client provides to Provider may be used by Provider without restriction or compensation, and Client assigns to Provider all right, title, and interest therein.

## **15. Copyright and Infringement Notices**

If Client believes any material provided through the Services infringes its copyright or trademark rights, Client must send a written notice to **admin@aicientgenius.com** containing (i) an authorized signature; (ii) identification of the work claimed to be infringed; (iii) identification of the allegedly infringing material; (iv) Client's contact information; (v) a good-faith statement that the use is not authorized; and (vi) a statement under penalty of perjury that the information is accurate and that the complaining party is authorized. Provider may remove or disable access to challenged material at its discretion.

## **16. Disclaimer of Warranties**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, MATERIALS, SOFTWARE-ENABLED COMPONENTS, WIDGETS, AI FEATURES, AUTOMATIONS, REPORTS, LISTINGS, AND ALL RELATED CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. PROVIDER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AND ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR WILL PRODUCE ANY SPECIFIC RESULT.**

Provider does not warrant that the Services will produce any specific ranking, lead volume, traffic level, revenue, cost per lead, return on ad spend, conversion rate, listing visibility, accessibility outcome, chatbot or voice-agent result, appointment outcome, or other business outcome. Actual results vary based on Client cooperation, website quality, business category, geography, competition, ad budget, industry demand, review profile, algorithm changes, policy changes, third-party platform actions, regulatory issues, and other factors outside Provider's control. Client acknowledges that some business verticals — including regulated, high-risk, or platform-restricted categories — may receive lesser or more variable results than others due to factors beyond Provider's control. Provider does not screen or ban verticals by default but makes no guarantee of comparable results across verticals, and the acceptability of any particular vertical on any third-party platform is governed by that platform's own rules. Provider does not warrant against viruses, spyware, malware, telephony disruptions, third-party platform failures, or other harmful components, except to the limited extent expressly required by law or stated in a qualifying service-specific warranty.

## **17. Limitation of Liability**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER NON-DIRECT DAMAGES, INCLUDING LOSS OF DATA, LOST PROFITS, LOST REVENUE, LOST GOODWILL, LOST BUSINESS OPPORTUNITY, COST OF CAPITAL, DOWNTIME COSTS, OR SIMILAR DAMAGES, OR FOR ANY DAMAGES RESULTING FROM CLIENT'S DISPLAYING, COPYING, DOWNLOADING, INSTALLING, DEPLOYING, OR USING ANY MATERIALS, WIDGETS, SCRIPTS, SOFTWARE, LISTINGS, INTEGRATIONS, OR OTHER COMPONENTS, WHETHER ARISING IN CONTRACT, TORT, STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Without limiting the foregoing, Provider shall not be liable for losses arising from or related to platform changes, algorithm updates, Google Business Profile suspensions, reverification requirements, website issues, hacks or security breaches not caused by Provider's gross negligence, third-party service interruptions, listing suppression issues, call routing failures, telephony outages, AI errors or hallucinations, advertising account issues, publisher behavior, directory changes, or other third-party acts or omissions.

Except where a service-specific section states a lower cap or a specific cap, Provider's total aggregate liability arising out of or relating to this Agreement or the Services shall not exceed the total amount actually paid by Client to Provider for the specific Service giving rise to the claim during the twelve (12) months preceding the event giving rise to the claim. This cap applies in the aggregate to all claims of every kind and theory, and multiple claims do not enlarge it. These limitations are fundamental elements of the bargain between the parties and apply even if any limited remedy in this Agreement is found to fail of its essential purpose.

## **18. Indemnification**

Client will defend, indemnify, and hold harmless Provider, its affiliates, officers, directors, employees, contractors, licensors, vendors, agents, resellers, and service providers from and against any and all claims, demands, damages, liabilities, costs, losses, expenses, judgments, settlements, and reasonable attorneys' fees arising out of or related to: (a) Client's use of the Services; (b) content, data, configurations, or materials provided or enabled by Client; (c) any communication sent, triggered, or delivered through the Services on Client's behalf; (d) Client's violation of any law or regulation, including consumer protection, advertising, telemarketing, texting, email, privacy, accessibility, healthcare, financial, or similar laws; (e) Client's breach of this Agreement; (f) Client's infringement or misappropriation of any third-party right; (g) any claim, demand, complaint, dispute, chargeback, regulatory inquiry, or lawsuit brought by or through any customer, end user, lead, recipient, visitor, or other person for whom Client provides, resells, rebrands, white-labels, configures, or enables access to the Services; and (h) Client's misuse of the Services. Provider may, at its option and Client's expense, assume the exclusive defense and

control of any matter subject to indemnification, and Client will not settle any matter that imposes any obligation on Provider without Provider's prior written consent.

No customer, end user, lead, recipient, visitor, or other downstream person or entity is a third-party beneficiary of this Agreement, and no such person has any right to enforce any provision of this Agreement, directly or indirectly, against Provider.

## **19. No Guarantee of Results**

Provider does not guarantee any specific search ranking, AI-answer visibility, advertising result, lead volume, traffic level, listing placement, review volume, conversion rate, legal or accessibility compliance result, phone-call outcome, appointment outcome, or any other commercial performance metric. Any intended outcome described in marketing materials, onboarding materials, proposals, or service descriptions is aspirational and is not a guarantee.

## **20. Accessibility Disclaimer**

Where a Service relates to website, mobile, digital-product, or content accessibility — including any accessibility widget, overlay, assistive-technology enhancement, audit, remediation, or monitoring service — Client understands that accessibility depends on the underlying website, templates, third-party components, content, and ongoing changes made by Client or its vendors. Provider does not guarantee that any Service, widget, report, or implementation will cause or maintain any website, application, or content to comply with any specific accessibility standard or law, including WCAG, Section 508, EN 301549, the Americans with Disabilities Act, Israeli standard IL 5568, or any similar law or standard, at any particular time or over time. Client is solely responsible for the accessibility of its website, its content, any post-implementation changes, any publicly posted accessibility statements, and compliance with all applicable accessibility laws.

## **21. Local Laws and Compliance**

Client is solely responsible for ensuring that its business, content, claims, licenses, insurance or bonding, disclosures, privacy notices, accessibility statements, and use of the Services comply with all applicable local, state, federal, and international laws, regulations, and industry rules, including consumer protection laws, advertising laws, FTC endorsement and testimonial rules, healthcare and legal advertising rules, financial-services rules, franchise and MLM rules, gambling and adult-content rules, state-level telemarketing and texting rules, and all platform policies. Provider does not provide legal advice.

## **22. Communications Compliance**

Where Services enable outbound communications — including SMS, MMS, voice calls, prerecorded messages, ringless voicemail, AI-generated voice calls, chatbots, or email campaigns — Client is solely responsible for compliance with all applicable communications laws and platform rules, including the

Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, carrier A2P 10DLC campaign-registration and content rules, state-level telemarketing, texting, and AI-call laws, and any equivalent non-U.S. laws. Client is responsible for obtaining and maintaining express prior written consent where required, honoring opt-outs, curating suppression lists, registering brands and campaigns, providing accurate sender identification, and ensuring that content, frequency, and delivery timing comply with applicable law. Provider is not the sender or publisher of the communications transmitted through the Services and has no obligation to monitor, pre-screen, or audit Client's communications for compliance.

### **23. Force Majeure**

Neither party shall be liable for failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, fire, flood, earthquake, storm, pandemic, epidemic, terrorism, war, civil unrest, labor dispute, telecommunications failure, power failure, internet failure, cloud-provider outage, government action, platform outage, algorithm change, third-party service interruption, cyberattack not resulting from the affected party's gross negligence, or similar events.

### **24. Service-Specific Terms**

The following subsections apply to the corresponding Provider service offerings. If a Service is not included in Client's plan, the corresponding subsection does not apply except where needed to interpret general terms, platform rules, or integrated functionality. Where a service-specific subsection states a particular minimum term, pricing method, usage limit, included volume, cancellation rule, commercial structure, or service-specific liability allocation, that provision controls with respect to that Service; provided, however, that the general indemnity, disclaimers, limitations of liability, AI-training license, accessibility disclaimer, and the Dispute Resolution and Governing Law sections of this Agreement continue to apply unless a narrower service-specific provision expressly states otherwise and is enforceable under applicable law.

#### **24.A. GEO (Generative Engine / AI Search Optimization) and Local SEO**

Provider may provide Local SEO and GEO services designed to improve visibility for relevant search terms in selected service areas and within AI-answer environments such as ChatGPT, Gemini, Copilot, Perplexity, and Grok. Unless a plan states otherwise, the GEO service may include promotion of up to seven (7) keywords at a time for local and near-me optimization; promotion of the Google Business Profile main category and up to three (3) of the promoted keywords for GEO visibility in AI environments; near-me signal boosting to the applicable Google Business Profile; on-site optimization; Google Business Profile optimization and ongoing updates; analysis and consulting on strategic keyword prioritization; monthly ranking and profile reporting; and ongoing monitoring with reasonable adjustments during the service term.

The intended outcome is increased organic visibility and lead volume — including calls, website clicks, direction requests, and form fills — but no specific result is guaranteed. Client must have a Google Business Profile, must provide Provider with access to that Profile, and must provide website access for

category changes, meta-tag work, content edits, and on-page SEO changes. If access is not provided, ranking may take longer or may not reach satisfactory results.

Unless a plan states otherwise, GEO services have an initial minimum term of three (3) months and continue month-to-month thereafter, with cancellation by thirty (30) days' written notice. Upon termination, Provider will stop all GEO services. In addition to the general limitations of liability, Client acknowledges that edits to Google Business Profiles, website changes, AI-answer optimization, and ranking-signal deployment may be affected by factors outside Provider's control, including algorithm updates, security breaches or hacking, third-party actions, profile suspensions, reverification requirements, temporary or permanent loss of rankings in Google Maps, organic search, or AI-answer environments, and possible negative effects on PPC campaigns, traffic, leads, revenue, or goodwill. Client voluntarily assumes those risks and waives claims against Provider and its Third-Party Providers arising from or related to those risks to the maximum extent permitted by law. Client retains final approval over the keywords selected, and Provider may recommend strategic prioritization, sequencing, rotation, and category focus.

#### **24.B. SEO**

Provider may provide search engine optimization services using ethical white-hat methodologies and generally accepted search-engine guidelines to optimize selected keywords through on-page and off-page methods. The SEO service may include an initial setup phase, monthly optimization, implementation or recommendation of on-page changes, off-page optimization, keyword tracking, and detailed monthly reporting. Where backend access is required for implementation, Client shall provide Provider with access to the website backend and relevant systems; if Client does not provide such access, Provider may instead provide implementation recommendations or an implementation sheet for Client or Client's vendors to apply.

Any keyword package, success-fee structure, cap, or pricing table described during purchase, checkout, proposal, or order page governs the commercial terms of the SEO service, and no separate signature is required. Keywords may be mutually decided between Provider and Client, and Client retains final approval over the selected keywords. Unless a plan states otherwise, SEO services are intended to run for an initial term of twelve (12) months and may thereafter continue or be extended by mutual agreement or under the renewal terms stated at checkout. Provider may assign a dedicated account manager and supporting team.

With respect to deliverables created specifically under the SEO service, Provider assigns to Client all rights, title, and interest in the work product created specifically for Client, excluding Provider's underlying processes, methodologies, work style, development methods, pre-existing materials, third-party materials, and general know-how, all of which remain Provider's property. Provider's liability under the SEO service is limited to website updates performed in the SEO process for the relevant domain; in any case, Provider's liability shall not exceed the total amount paid by Client to Provider for the SEO service,

subject also to the broader liability limitations in this Agreement. Provider will not use for its own benefit or improperly disclose Client's proprietary information or information provided to Client by others under confidentiality restrictions, and this obligation survives termination.

#### **24.C. PPC (Pay-Per-Click Advertising)**

Provider may provide PPC campaign setup, management, optimization, reporting, and related consulting, either directly or through a white-label PPC fulfillment partner. PPC setup may include campaign setup, ad copy creation, keyword research and expansion, ad group structuring, negative keyword setup, sitelink and callout extensions, snippet extensions, initial bids, and geographic targeting. PPC management may include search, remarketing, display, and shopping campaigns; results tracking; ongoing testing; analysis; and optimization. Additional services may include custom landing-page design, landing-page hosting, banner design, Unbounce or similar landing-page account usage, Google Shopping campaign development, and other add-ons, each of which may carry an additional fee.

Unless otherwise stated, PPC services typically involve an initial campaign setup phase of approximately ten (10) to twelve (12) business days, depending on access, responsiveness, ad account conditions, platform review times, and scope. PPC pricing may include a one-time setup fee, an ongoing monthly management fee, and separate ad spend paid to the ad platform. Setup scope and price may vary based on whether the campaign is local, multi-location, e-commerce, B2B, or a larger custom build. Ongoing management fees may vary based on ad spend and campaign scope. Any pricing table or tier shown at checkout or in an incorporated order page governs. Unless otherwise stated, PPC services are subject to a ninety (90)-day minimum commitment following setup and continue month-to-month thereafter, with the required cancellation notice.

Client understands that ad spend, platform review processes, auction dynamics, competition, conversion quality, click quality, cost-per-click, landing-page performance, tracking reliability, and conversion outcomes are all affected by variables outside Provider's control. Provider does not guarantee return on investment, conversion volume, cost per lead, or any other PPC outcome. Client is solely responsible for the payment of the underlying ad spend, for the suitability of the ad account, for platform policy compliance, and for any suspension or rejection by the ad platform.

#### **24.D. Business Listings**

Provider may provide business listings, online knowledge management, publisher-sync, review, content-distribution, and related listing management services, either directly or through a third-party provider network. Use of the business listings service is subject not only to this Agreement but also to any additional technical standards, content rules, publisher rules, and third-party terms applicable to the specific product or network used to provide the service. The subscription term begins on the effective purchase date unless otherwise stated and continues for the monthly, annual, or other subscription term identified at checkout, in the purchased plan, or in an incorporated order page. Auto-renewal applies to plans designated as auto-renewing unless timely canceled in accordance with the applicable cancellation provisions.

Depending on the package purchased, Provider may provide some or all of the following: website widgets displaying business information or enhanced content; listing synchronization across publisher networks; social sync to pages such as Facebook or Foursquare; support in creating or claiming social pages where available; social page posting; scheduling and publishing of branded or location-specific updates; duplicate suppression tools; review monitoring; and dashboard-based aggregation of reviews. Higher-tier plans may include intelligent search tracking, review generation, review insights, review response, review publishing widgets, and similar enhanced features. Certain vertical-specific add-ons (for example, healthcare-related integrations) may be available at additional cost and are not included unless expressly stated.

The business listings service is commonly provided with the collaboration of third-party network providers and publishers, and publisher behavior, display, timing, suppression, approval, synchronization, and field availability are controlled by those third parties. Provider does not guarantee listing accuracy, completeness, approval, publication timing, or persistence across directories. To the extent Provider charges an initial setup fee for implementation, that setup fee is non-refundable once work begins.

#### **24.E. AI Chatbot**

Provider may provide AI chatbot creation and management services for websites, messengers, online stores, or other supported environments — for purposes such as lead generation, customer support, FAQ handling, or sales assistance. Depending on the package purchased, the chatbot service may include consultation on bot flow, scripting, integration with supported platforms, training on a defined number of FAQs or comparable knowledge sources, and embedding the bot on the applicable website or other supported channel. Any setup fee, monthly subscription, included monthly chat volume, agent logins, FAQ limits, pilot parameters, or plan limits referenced at checkout apply.

Unless otherwise stated, chatbot services run for an initial twelve (12) month term and renew automatically, with either party able to cancel on thirty (30) days' prior notice subject to any minimum term then in effect. If Provider offers a pilot or trial period, the pilot may be more limited than the full scope; if Client does not cancel during the pilot, the full agreement becomes effective automatically and billing may begin according to the plan.

Each party retains all right, title, and interest in its own pre-existing intellectual property. Subject to Provider's and any third party's pre-existing intellectual property rights, chatbot deliverables created specifically for Client, whether complete or in progress, and the intellectual property rights specifically related to them, shall belong to Client upon payment, and Provider assigns such rights to that extent. Any Provider pre-existing intellectual property or third-party intellectual property incorporated into a deliverable is licensed to Client non-exclusively, royalty-free, and subject to any third-party restrictions. Provider will not incorporate third-party materials, including open-source or freeware components, into a deliverable except as reasonably necessary and subject to the applicable third-party licenses. Provider warrants that chatbot services will be performed in a professional and workmanlike manner, that Provider has the rights necessary to perform the service, and that Provider will comply with applicable law in

performing the service. If any chatbot service or deliverable does not conform to agreed requirements, Provider shall have a reasonable opportunity to re-perform, repair, or replace the non-conforming service or deliverable, and if defects cannot be corrected by re-performance, Provider may take reasonable action to ensure future conformity and, where appropriate, may reduce charges to reflect reduced value or discontinue the affected portion.

**CLIENT ACKNOWLEDGES THAT CHATBOT SERVICES INCLUDE AI-GENERATED, RULES-BASED, OR AUTOMATION-GENERATED OUTPUTS THAT CAN BE INACCURATE, INCOMPLETE, OUTDATED, FABRICATED, OR UNINTENDED. CLIENT IS SOLELY RESPONSIBLE FOR ALL CHATBOT SCRIPTS, KNOWLEDGE-BASE CONTENT, RESPONSES, ESCALATION PATHS, AND PUBLIC-FACING DEPLOYMENT APPROVED BY CLIENT, AND FOR ENSURING THAT ALL CONTENT AND USE COMPLY WITH APPLICABLE LAW.**

#### **24.F. Website Accessibility (Widget and Implementation)**

Provider may provide a website accessibility solution consisting of an accessibility widget and related licensing, implementation, support, maintenance, and accessibility services, depending on the plan purchased. The accessibility solution is intended to provide features that may assist users with motor, sight, and hearing disabilities in understanding and navigating a website. Client understands that the effectiveness of the accessibility solution depends in part on the underlying website structure. The accessibility solution is provided on an "as is" basis, and Client releases Provider from liability related to whether the website complies with any accessibility law or standard, except to the limited extent Provider expressly undertakes implementation obligations under a qualifying implementation plan and fails to meet the cure obligations stated below.

Subject to payment and compliance, Provider grants Client a limited, non-exclusive, non-sublicensable, non-transferable, fully revocable subscription license during the applicable term to install, operate, and use the software solely for the number of facilities and/or domains included in the purchased plan. Client may not, and may not permit others to, modify, revise, enhance, incorporate into other software, create derivative works from, sell, resell, sublicense, lease, assign, transfer, pledge, share rights in, copy, distribute, publish, reproduce, benchmark, reverse engineer, decompile, disassemble, reconstruct, remove proprietary notices from, export in violation of law, disclose trade secrets from, or use the accessibility software in violation of law or third-party rights.

If Client purchased an implementation-inclusive plan, a premium plan with full implementation, an enterprise plan, or separately purchased implementation services, Provider shall use commercially reasonable efforts to make the designated website conform after implementation to generally recognized accessibility standards to the extent applicable to the implemented scope — which may include WCAG 2.1 AA and similar standards. Provider does not guarantee that the software or website will at all times comply with any relevant standard. Provider shall have up to sixty (60) business days to rectify a specific regulatory non-compliance issue after Client provides written notice of that issue. Provider is not liable

for non-compliance issues resolved within that cure period or for issues arising from matters that are Client's responsibility. If Client purchased only a free, basic, or non-implementation plan, Provider does not commit that the website will comply with any accessibility standard, and has no obligation to provide support, maintenance, delivery, installation, training, or professional services beyond the licensed widget or software access.

Client acknowledges limitations including: CAPTCHA forms must themselves conform to applicable accessibility standards and are Client's responsibility; the software does not support SVG, Flash, Canvas components, drag components, or certain third-party services such as Frameset, iframe virtual service representatives, and similar embedded third-party components; only same-domain iframe components may be made accessible; and Provider is not responsible for HTML that does not conform to accessibility or W3C standards. The accessibility software and documentation are licensed, not sold. Provider and its licensors retain all right, title, and interest in the software, documentation, related intellectual property, derivative works, improvements, revisions, and source code. Client receives no right in the source code or software application beyond the limited use rights expressly granted. To the extent permitted by law, the accessibility software is provided on an "AS IS" basis and Provider disclaims all express and implied warranties. Except for gross negligence or willful misconduct, Provider and its suppliers, licensors, and resellers are not liable for indirect, incidental, punitive, exemplary, special, or consequential damages, including lost profits, lost goodwill, or lost or damaged data, and unless a different cap is expressly stated in the purchased plan, any liability arising out of or relating to the accessibility service remains subject to the general limitation of liability in Section 17. All fees paid are non-refundable. Upon termination, the license expires and Client must stop using the software.

#### **24.G. LSA (Google Local Service Ads)**

Provider may provide Google Local Service Ads services, which may include setup of the LSA account, assistance in seeking approval into the LSA program, management of bids and weekly budget, verification of calls and texts to determine whether leads are qualified, disputing unqualified leads with Google, appending captured contact information to call information where available, helping request reviews from customers, monitoring local ranking on Google, providing analytics, and positioning Client in the appropriate locations for the services offered.

Approval into the LSA program is determined by Google and may require, depending on the business category, background checks, valid insurance, valid licenses, and other requirements. Provider will work with Google on Client's behalf, but approval is not guaranteed. Lead quality, volume, timing, screening, rankings, profile visibility, and continued participation in the program are controlled by Google and are not guaranteed by Provider. Provider's only control over lead quality is disputing clearly irrelevant leads that do not match the service categories, service area, or legitimacy criteria.

Any monthly fee, included call allotment, included message allotment, included review allotment, and any pay-per-call, pay-per-message, overage, or usage-based amount referenced at checkout or in the plan

governs the commercial terms. Unless a plan states otherwise, LSA service is effective when purchased, runs for an initial twelve (12) month term, and renews automatically in yearly renewal periods, with either party able to terminate on thirty (30) days' notice subject to any minimum term then in effect. Upon termination, Provider will stop all LSA services. Client is responsible for providing accurate business information, ensuring that insurance, licensure, and other eligibility requirements are met and remain valid, and for any consequences of Google's eligibility or compliance decisions. Provider is not responsible for Google's profile suspensions, reverification requirements, ranking changes, or program changes.

#### **24.H. "Near Me" SEO**

Provider may provide Near Me Boost and Local SEO services designed to rank Client highly for relevant near-me and local-intent search terms in selected locations. The Near Me service may include promotion of up to seven (7) keywords at a time, with the ability to rotate to new keywords once satisfactory ranking has been achieved; a near-me signal system to boost the applicable Google Business Profile; on-site optimization; Google Business Profile optimization; analysis and consulting on best keywords to rank by priority; and monthly reporting. Client retains final approval over the keywords selected, and Provider may recommend prioritization and rotation based on strategy and performance.

The applicable Google Business Profile must exist (or be created in cooperation with Provider), and Client must provide access to the Profile and to the website for optimization, including category optimization, posts, services, URL adjustments, meta tag work, and content writing or editing. If access is not provided, ranking may take longer or may not reach satisfactory results. Any monthly fee, introductory price, one-time Google Business Profile optimization fee, one-time website optimization fee, and optional business listings distribution fee presented at checkout or in the plan governs pricing. Unless a plan states otherwise, the Near Me service is month-to-month and can be canceled on thirty (30) days' notice. Upon termination, Provider will stop all Near Me services. Provider does not guarantee any specific rankings, lead volume, traffic, revenue, or other performance metric for Near Me services.

#### **24.I. AI Voice Agent**

Provider may provide a Voice AI service under which Provider creates and maintains an AI voice agent (the "AI Voice Agent") for Client. The AI Voice Agent may answer inbound phone calls and/or on-website voice conversations and may handle tasks such as inbound-lead follow-up, receptionist coverage on a 24/7 basis, scheduling, routing, FAQ handling, lead qualification, or other disclosed functions. Certain AI Voice Agent Services may require or utilize third-party telephony providers, including phone numbers, call routing, or usage-based billing, and those services may be subject to additional third-party terms, costs, or limitations.

Provider will create the AI Voice Agent according to business needs described during onboarding or checkout, which may include the agent's goals, the information it can and should share, behavior style, and integrations with CRM, calendar, or related systems. The AI Voice Agent may be made available via phone and website, and Provider may provide a phone number, embed code, or similar implementation

mechanism. Any setup fee, included monthly minutes, subscription amount, overage fee per minute, concurrent-call allowance, and extra charge for additional concurrent calls referenced at checkout or in the plan govern the commercial terms. Unless otherwise stated, unused minutes do not roll over.

Unless a plan states otherwise, the AI Voice Agent service runs for an initial three (3) month term and renews on a month-to-month basis, with cancellation on thirty (30) days' notice. Amounts unpaid for thirty (30) calendar days from the invoice date shall be considered past due; if still unpaid fifteen (15) calendar days after notice of past-due status, Client shall pay interest at one percent (1%) per month until paid in full, plus reasonable costs of collection (including attorneys' fees and Provider collection time billed at Provider's then-prevailing rate). Provider's liability under the AI Voice Agent service is limited to the creation and deployment of the AI Voice Agent according to Client's specifications; Provider is not responsible for the AI Voice Agent providing wrong information, especially during the initial optimization period after deployment, or for service interruption due to connection failure, carrier failure, telephony outage, internet failure, or third-party phone number or infrastructure provider issues. In any case, Provider's liability for the AI Voice Agent service shall not exceed the total payments made by Client to Provider for the AI Voice Agent service, subject also to the broader liability limitations in this Agreement.

**MUCH LIKE A HUMAN PHONE REPRESENTATIVE, AN AI VOICE AGENT CAN MAKE MISTAKES, AND CLIENT WILL NOT HOLD PROVIDER RESPONSIBLE FOR SUCH MISTAKES EXCEPT AS REQUIRED BY LAW OR FOR PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CLIENT IS SOLELY RESPONSIBLE FOR THE SCRIPTS, KNOWLEDGE INPUTS, RESPONSES, AUTOMATIONS, AND OUTPUTS OF THE AI VOICE AGENT, AND FOR THE AGENT'S COMPLIANCE WITH APPLICABLE LAW, INCLUDING CALL-RECORDING, DISCLOSURE, AI-DISCLOSURE, TCPA, AND CARRIER RULES.**

## **25. Dispute Resolution; Arbitration; Class Action Waiver**

For purposes of this section, "Dispute" means any dispute, claim, or controversy between Client and Provider regarding any aspect of the parties' relationship, whether based in contract, statute, regulation, ordinance, tort, fraud, misrepresentation, negligence, or any other legal or equitable theory, and includes the validity, enforceability, or scope of this arbitration provision, except where the enforceability of the class action waiver must be decided by a court of competent jurisdiction.

Informal Resolution. Before initiating arbitration, Client must first give Provider an opportunity to resolve the Dispute by sending written notice to **admin@aiclientgenius.com**, including Client's name, address, a written description of the claim, and the specific relief sought. If Provider does not resolve the Dispute within forty-five (45) days after receipt, either party may pursue arbitration.

Binding Individual Arbitration. Any Dispute shall be resolved exclusively and finally by binding arbitration on an individual basis before JAMS, rather than in court, administered by JAMS before a single arbitrator under the JAMS Comprehensive Arbitration Rules & Procedures and, where applicable, the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases. The seat and location of

arbitration shall be the county and state of Provider's principal place of business. The arbitration shall proceed only on an individual basis and not as a class, collective, representative, consolidated, or private-attorney-general proceeding. The arbitrator may award any relief available under applicable law on an individual basis but may not award relief for or against any non-party. Either party may pursue a qualifying matter in small claims court to the extent permitted by applicable law and the applicable court's rules, or seek temporary restraining orders, preliminary injunctions, or other interim equitable relief in a court of competent jurisdiction at Provider's principal place of business, without waiving the obligation to arbitrate the underlying Dispute.

**CLASS ACTION WAIVER; JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY MAY PARTICIPATE AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE IN ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING, AND BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL AND TO LITIGATE DISPUTES IN PUBLIC COURT, EXCEPT AS EXPRESSLY ALLOWED IN THIS SECTION.**

30-Day Opt-Out. Client may opt out of the individual arbitration requirement and class action waiver by sending written notice to [admin@aiclientgenius.com](mailto:admin@aiclientgenius.com) within thirty (30) days after first accepting this Agreement or first using the Services, whichever occurs earlier. Opting out does not excuse Client from any other provision of this Agreement.

Costs; Severability. Because the Services concern interstate commerce, the Federal Arbitration Act governs the arbitrability of all Disputes. Upon timely written request made prior to commencement of arbitration, Provider will pay arbitration filing fees and arbitrator's costs to the extent required by applicable law or the applicable JAMS rules; each party otherwise bears its own attorneys' fees, expert fees, and other costs, except as recoverable under applicable law or awarded by the arbitrator. If any clause within this arbitration provision other than the class action waiver is found illegal or unenforceable, that clause will be severed and the remainder will remain in full force and effect. If the class action waiver is found illegal or unenforceable as to any claim, that claim shall be decided by a court of competent jurisdiction at Provider's principal place of business (unless non-waivable law requires otherwise), and all remaining claims shall be arbitrated. This arbitration provision survives termination.

## **26. Governing Law and Venue**

This Agreement and any Dispute shall be governed by and construed in accordance with the Federal Arbitration Act and the laws of the State of **Minnesota**, without regard to conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) do not apply. Except for Disputes subject to arbitration, any disputes relating to these Terms or the Services will be heard exclusively in the state or federal courts located in **Hennepin County, MN** unless non-waivable law requires otherwise.

## **27. Miscellaneous**

This Agreement, together with any plan page, pricing page, order form, checkout page, incorporated service-specific section, or written addendum, constitutes the entire agreement between Client and Provider with respect to the Services and supersedes prior or contemporaneous oral or written communications, proposals, or discussions on the same subject matter. If any provision is held invalid, illegal, or unenforceable, that provision shall be reformed or severed only to the minimum extent necessary, and the remaining provisions shall remain in full force and effect. No failure or delay by Provider in exercising any right shall operate as a waiver. Provider may assign this Agreement or any of its rights or obligations without consent; Client may not assign without Provider's prior written consent, except where non-waivable law provides otherwise. The parties are independent contractors, and nothing in this Agreement creates a partnership, joint venture, employment, fiduciary, or agency relationship. Headings are for convenience only and do not affect interpretation, and "including" means "including without limitation."

In the event of any conflict between a general provision of this Agreement and a service-specific subsection, the service-specific subsection shall control with respect to that Service, except that Sections 16 (Disclaimer of Warranties), 17 (Limitation of Liability), 18 (Indemnification), 25 (Dispute Resolution), 26 (Governing Law and Venue), and this Section 27 shall control in all cases unless expressly stated otherwise.

## **28. Contact and Notices**

Legal notices required or permitted under this Agreement must be in writing and delivered by email to **admin@aicientgenius.com** through the account portal, or by nationally recognized overnight courier to the business address designated by Provider in the account, checkout materials, or other written notice. Notices are deemed received upon confirmed electronic transmission, portal confirmation, or actual delivery by courier, except where applicable law requires a different rule.

Mailing address for legal notices: 5123 W 98th St, Suite 1442, Minneapolis, MN 55437