

Terms of Service

By subscribing to a Vervology Service, you are agreeing to these Terms of Service.

Version v1.4

Last Updated: July 15, 2025

In this Agreement, the party who is contracting to receive services shall be referred to as “Client”, and the party who will be providing the services shall be referred to as “Vervology”.

This Agreement is made effective as of [date of initial purchase or subscription], by and between the Client and Vervology LLC, with its registered office at 418 Broadway, Ste N, Albany, New York 12207, USA.

Vervology has a background in Digital Strategy and Marketing and Platform Management and is willing to provide services to Client based on this background.

Client desires to have services provided by Vervology.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on [date of initial purchase or subscription], Vervology will provide the services (collectively, the “Services”) as referenced at time of purchase.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Vervology shall be determined by Vervology. Client will rely on Vervology to work as many hours as may be reasonably necessary to fulfill Vervology’s obligations under this Agreement.

3. PAYMENT. Client will pay a fee to Vervology for the Services in the amount stated at checkout. All fees are in United States Dollars (USD). Payments will be made via Vervology’s electronic payment platforms. If checks are received in payment, a \$50 administrative fee will be charged per check. If Vervology is required to register on a platform or system to receive payment, a \$150 administrative charge will be charged to Client. Returned check or bank payments will be subject to a \$50 processing fee or reimbursement of any bank fees incurred by Vervology relating to the returned payment (Client will be billed whichever is higher). No refunds are offered. Standard terms for invoiced payments are Net30/+1.5% monthly late fee, with a grace period of 5 business days before late fees apply. For subscription-based Services, payments will be automatically charged on a recurring basis as specified at checkout.

4. NEW PROJECT APPROVAL. Vervology and Client recognize that Vervology's Services will include working on various projects for Client. Vervology shall obtain the approval of Client prior to the commencement of a new project by the execution of either an amendment to an existing SOW or an additional SOW.

5. INTELLECTUAL PROPERTY RIGHTS. Client grants Vervology a non-exclusive, worldwide, royalty-free license to use, reproduce, and modify Client's intellectual property (including trademarks, content, and data) solely as necessary to perform the Services. Vervology retains all rights, title, and interest in its pre-existing intellectual property, tools, templates, and methodologies. Upon full payment of fees, Vervology grants Client a non-exclusive, perpetual license to use the final deliverables created specifically for Client under this Agreement. Client owns such final deliverables, subject to Vervology's right to use them for portfolio, marketing, or internal purposes (without disclosing confidential information). If any content is generated using artificial intelligence tools, it is provided 'as-is' without additional warranties regarding originality or non-infringement.

6. TERM/TERMINATION. This Agreement shall be effective for an initial period of twelve months (or as referenced at checkout) and shall automatically renew for successive terms of the same duration, unless either party provides 28 days' written notice to the other party prior to the termination of the applicable initial term or renewal term. Notwithstanding the foregoing, either party may terminate this Agreement immediately upon written notice if the other party commits a material breach of this Agreement and fails to cure such breach within 14 days of receiving notice thereof.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Vervology is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Vervology.

8. DISCLOSURE. Vervology is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of Client
- a service process of Client
- any activity that Vervology may be involved with on behalf of Client

9. CONFIDENTIALITY. Each party agrees not to disclose, use, or reproduce the other party's confidential information except as necessary to perform under this Agreement. 'Confidential information' includes business strategies, client lists, proprietary data, and any information marked as confidential or that should reasonably be considered confidential. This obligation survives for five (5) years after termination. Exceptions include information that is publicly known, independently developed, or required to be disclosed by law (with prompt notice to the other party).

10. DATA PROTECTION AND PRIVACY. Vervology complies with applicable data protection laws, including but not limited to GDPR, CCPA, and similar regulations. Client data will be processed in accordance with Vervology's Privacy Policy (available at [<https://vervology.com/privacy-policy/>]). Vervology acts as a data processor where applicable and implements reasonable technical and organizational measures to secure data. In the event of a data breach, Vervology will notify Client as required by law. Client consents to Vervology using anonymized data for improving services.

11. EMPLOYEES. Vervology's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

12. INJURIES AND INSURANCE. Vervology acknowledges Vervology's obligation to obtain appropriate insurance coverage for the benefit of Vervology (and Vervology's employees, if any). Vervology waives any rights to recovery from Client for any injuries that Vervology (and/or Vervology's employees) may sustain while performing services under this Agreement that are a result of the negligence of Vervology or Vervology's employees.

13. INDEMNIFICATION. Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its officers, directors, employees, and agents from and against all claims, losses, expenses, fees (including attorney fees), costs, and judgments that may be asserted against the Indemnified Party that result from the acts or omissions of the Indemnifying Party, its employees, if any, and its agents. This indemnification shall not apply to claims arising from the Indemnified Party's gross negligence or willful misconduct.

14. WARRANTY. Vervology warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards. Except as expressly provided herein, Vervology makes no warranty with respect to the Services, express or implied of any type or description, by statute or otherwise, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

15. LIMITATION OF LIABILITY. Under no circumstances and under no legal theory whether in tort, contract or otherwise shall Vervology and its licensors, distributors, dealers, or suppliers be liable for any indirect, special, incidental, consequential or exemplary damages arising out of or in any way connected with this Agreement or the Services, even if advised of the possibility of such damages. In no event shall Vervology's aggregate liability exceed the total fees paid by Client to Vervology in the twelve (12) months preceding the claim, except in cases of gross negligence or willful misconduct.

16. FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform obligations (except payment) due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, pandemics, cyber-attacks, or government actions ('Force Majeure Events'). The affected party must provide prompt notice and use reasonable efforts to mitigate the impact. If a Force Majeure Event lasts more than 30 days, the other party may terminate this Agreement.

17. **DISPUTE RESOLUTION AND GOVERNING LAW.** Any disputes arising from this Agreement shall first be attempted to be resolved through good-faith mediation. If mediation fails, disputes shall be resolved by binding arbitration under the rules of the American Arbitration Association (AAA) in Albany, New York. The prevailing party is entitled to recover reasonable attorneys' fees. This Agreement is governed by the laws of the State of New York, without regard to conflict of laws principles. Exclusive jurisdiction for any litigation shall be in the state or federal courts of Onondaga County, New York. Client waives any right to participate in class action lawsuits related to this Agreement.

18. **CHANGES TO TERMS.** Vervology may update these Terms at any time, with changes effective 30 days after posting on the website or notifying Client via email. Continued use of Services after the effective date constitutes acceptance of the updated Terms.

19. **ELECTRONIC SIGNATURES AND NOTICES.** The parties consent to the use of electronic signatures (e.g., via DocuSign) which shall have the same legal effect as handwritten signatures. All notices under this Agreement may be delivered via email to the addresses provided at signup, and shall be deemed received upon sending.

20. **SEVERABILITY AND ENTIRE AGREEMENT.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether oral or written.

21. **NON-DISPARAGEMENT.** During the term of this Agreement and for two (2) years thereafter, neither party shall make any false, derogatory, or disparaging statements about the other party, its services, employees, or business practices in any public forum, including social media, reviews, or communications with third parties. This provision is mutual and does not prohibit truthful statements in legal proceedings, government inquiries, or as required by law. Breach of this clause may result in injunctive relief and/or damages, including reasonable attorneys' fees.

22. **CLIENT OBLIGATIONS.** Client agrees to: (a) provide Vervology with all necessary information, materials, access credentials, and approvals in a timely manner to enable performance of the Services; and (b) ensure that any content or data provided by Client complies with applicable laws and does not infringe third-party rights. Failure to meet these obligations may result in delays, additional fees, or termination, for which Vervology shall not be liable.

23. **ASSIGNMENT AND SUBCONTRACTING.** Neither party may assign this Agreement without the prior written consent of the other party, except that Vervology may assign it to an affiliate or in connection with a merger or acquisition. Vervology may subcontract portions of the Services to qualified third parties, provided Vervology remains responsible for the performance of such subcontractors.

24. **SURVIVAL.** The following provisions shall survive any termination or expiration of this Agreement: Sections 5 (Intellectual Property Rights), 9 (Confidentiality), 10 (Data Protection and Privacy), 13 (Indemnification), 15 (Limitation of Liability), 21 (Non-Disparagement), and any payment obligations accrued prior to termination.

25. PUBLICITY. Client grants Vervology the right to use Client's name, logo, and a general description of the Services provided in Vervology's marketing materials, portfolio, and website, subject to Client's reasonable approval of the specific usage.

26. COMPLIANCE WITH LAWS. Each party shall comply with all applicable laws, regulations, and industry standards in connection with this Agreement, including but not limited to data privacy laws, advertising guidelines, and intellectual property laws. Client represents that its business and any materials provided do not violate such laws.