

Spireline LLC - Website Service Terms

Effective date: August 25, 2025

These Website Service Terms ("Terms") form a binding agreement between Spireline LLC ("Spireline," "we," "us") and the business or individual purchasing services through our website ("Client," "you"). By clicking "I agree" at checkout, you confirm acceptance. These Terms cover the purchase and provision of digital marketing, advertising management, design, and consulting services.

1. Packages, Scope, and Hours

Monthly packages include: Redline (2 hours, 1 revision); Violet (8 hours, 2 revisions, 2 creative assets); Goldline (16 hours, 2 revisions, 4 creative assets); Obsidian (custom terms by quote). Hours are a hard cap, no rollover. Work beyond caps requires prior written approval at \$85/hour. Spireline may adjust timelines if Client delays in approvals or access.

2. Ad Accounts, Spend, and Platforms

Client funds all advertising spend directly with Google, Meta, Reddit, LinkedIn, or other platforms. Service fees cover Spireline's services only. Client maintains ad accounts in its own name, grants necessary access, and remains responsible for billing, compliance, and platform policies. Spireline is not liable for account suspension or rejection by platforms.

3. Fees, Billing, and Taxes

All package fees are due at checkout and auto-renew monthly unless canceled. Additional hours or add-ons are invoiced separately. Client is responsible for sales/use or other taxes unless exempt. Late/failed payments may pause services and incur 1.5% monthly interest. Chargebacks are prohibited; disputes must follow Section 14.

4. Deliverables, Revisions, and Acceptance

Deliverables include ads, copy, and designs provided in standard digital formats. Revision limits: Redline (1), Violet (2), Goldline (2), Obsidian (5). Additional revisions billed at hourly rates. Deliverables deemed accepted if approved in writing or 7 days after delivery without written objection.

5. Intellectual Property

Client owns final work products after full payment. Spireline retains ownership of its pre-existing templates, tools, know-how, and methods ("Background IP"). Client is responsible for securing rights to any third-party content provided. Spireline may showcase non-confidential deliverables in portfolios unless Client objects in writing.

6. Client Responsibilities

Client must provide timely access to accounts, assets, and decision-makers. Client affirms all provided content is lawful and does not infringe third-party rights. Spireline is not liable for delays or legal issues caused by Client's content. Client remains responsible for reviewing and approving deliverables.

7. Confidentiality and Data Protection

Each party will maintain the confidentiality of the other's non-public information. Confidentiality obligations survive 3 years post-termination, except for trade secrets which remain protected. Client warrants it has a lawful basis to share personal data. Spireline applies commercially reasonable safeguards.

8. Subcontractors and Non-Solicitation

Spireline may use qualified subcontractors but remains responsible for their work. Client agrees not to solicit or hire Spireline staff for 12 months following engagement, except via public job postings.

9. Warranties and Disclaimers

Each party warrants authority to enter into this agreement. Spireline expressly disclaims guarantees of marketing outcomes such as sales, leads, or ROI. Services are provided AS IS without implied warranties of merchantability, fitness for purpose, or non-infringement.

10. Indemnification

Client indemnifies Spireline against claims arising from Client's content, products, or breaches. Spireline indemnifies Client against third-party IP infringement claims arising from Spireline's deliverables, excluding Client-provided content or modifications. Remedies may include replacement, modification, or refund of fees.

11. Limitation of Liability

Neither party is liable for indirect, incidental, or consequential damages, including lost profits. Except for confidentiality and indemnity obligations, liability is capped at the fees paid in the month of the claim.

12. Term, Renewal, Pause, and Termination

Services auto-renew monthly until canceled. Either party may cancel with 7 days' written notice prior to renewal. One billing-cycle pause is allowed. Either party may terminate for cause with 10-day cure period. Upon termination, unpaid fees are immediately due. Sections 5–16 survive termination.

13. Publicity and Credits

Spireline may list Client's name and logo on its website and promotional materials. Client may revoke this right at any time in writing, with removal within a reasonable period.

14. Dispute Resolution and Governing Law

Parties will first attempt informal resolution. Massachusetts law governs these Terms. Venue is Norfolk or Suffolk County, MA courts. Either party may seek injunctive relief for IP or confidentiality violations.

15. Clickwrap Acceptance and Electronic Records

Checking 'I agree' constitutes binding acceptance. Electronic records and signatures are enforceable to the maximum extent permitted by law.

16. Miscellaneous

This Agreement constitutes the entire understanding between parties. Assignment requires consent, except Spireline may assign in a merger or asset sale. Spireline is an independent contractor. Neither party is liable for delays beyond reasonable control (force majeure). Notices must be sent via email and certified mail or courier.

Acceptance

By clicking "I agree" and completing checkout, the Client affirms authority to bind their organization and agrees to these Terms in full.