

# CallBlu, LLC Terms of Service Agreement

Updated July 2026

## 1. SERVICES

CallBlu provides digital marketing and business growth services, including but not limited to:

- Google Ads / PPC Management
- Lead Tracking & Call Intelligence
- SEO, Local SEO, and Listings Management
- Google Business Profile Management
- Review Management
- Social Media Management (content creation, scheduling, and platform management)
- Website Design, Rebuilds, Landing Pages, Hosting, Maintenance, and Content Updates
- Analytics, Conversion Tracking, Reporting Dashboards, CRM/API Integrations
- Digital Strategy & Consulting

Specific services, fees, deliverables, and billing terms are outlined in each signed Service Order, Proposal, or Customer Worksheet ("Service Order"), which is incorporated into this Agreement.

## 2. TERM

This Agreement begins on the Effective Date of the first Service Order and continues for a minimum of six (6) months unless otherwise stated. Afterward, it renews month-to-month unless terminated with 30 days' written notice.

## 3. TERMINATION

Neither party may terminate during the initial 6-month term unless agreed in writing. Early termination by Client requires payment of:

- All unpaid fees through termination date
- Remaining monthly fees for the initial term
- Non-cancelable third-party charges
- Any early termination fee listed in the Service Order

Early termination fees, if any, will be specified in the applicable Service Order. If no early termination fee is listed, Client's early termination obligation is limited to the amounts described above (unpaid fees, remaining monthly fees for the initial term, and non-cancelable third-party charges).

CallBlu may suspend or terminate services for nonpayment, breach, or misuse. Termination does not waive Client's payment obligations.

## 4. FEES & PAYMENT

Client agrees to pay all fees per the Service Order. Unless otherwise stated:

- Monthly fees are billed in advance
- Ad spend is separate from management fees
- Setup and build fees are non-refundable once work begins
- Invoices are due upon receipt
- Late payments may incur 1.5% monthly interest or the maximum legal rate
- Client is responsible for collection costs, chargebacks, legal fees

Payments made by credit card may be subject to a processing fee, disclosed to Client at the time of payment setup. Client is responsible for any applicable sales tax on services rendered, which CallBlu will itemize on invoices where required by law.

Client authorizes CallBlu to charge the payment method on file for all approved and recurring charges.

## **5. THIRD-PARTY SPEND**

Client is responsible for all third-party costs associated with services, including but not limited to advertising spend (Google Ads, LSAs, Bing Ads, AI Ads) and call tracking (CallRail). These costs are billed directly to Client by the respective third-party provider, and Client must maintain active billing with each provider for services to function. CallBlu does not guarantee availability or pricing of third-party services.

## **6. SCOPE OF WORK**

Only services listed in the Service Order are included. Out-of-scope work (e.g., redesigns, emergency edits, custom reporting, integrations) may be billed separately at current rates. Written approval (email, text, etc.) is sufficient to authorize extra work.

## **7. NO GUARANTEE OF RESULTS**

CallBlu does not guarantee specific results (e.g., rankings, leads, ROI). Marketing outcomes depend on many external factors beyond CallBlu's control.

## **8. CLIENT RESPONSIBILITIES**

Client is responsible for:

- Legal compliance of business practices and content
- Timely approvals and responsiveness
- Customer service, sales, and fulfillment
- Maintaining licenses, insurance, and accurate business information

CallBlu may rely on Client-provided information without independent verification.

## **9. OWNERSHIP & ACCESS**

Client owns:

- Their name, logo, trademarks, preexisting content, and accounts created in their name

CallBlu retains ownership of:

- Internal systems, templates, methods, tracking numbers, mirrored sites, and unpaid work product

Upon full payment, Client receives a non-exclusive right to use final deliverables designated as transferable.

## **10. CALL TRACKING & LEAD INTELLIGENCE**

Client authorizes CallBlu to collect, record, transcribe, and analyze calls, forms, and lead data. Client is responsible for legal compliance with call recording, texting, and consent laws.

## **11. DATA & PRIVACY**

Client authorizes CallBlu to process marketing-related data. CallBlu uses reasonable safeguards but is not liable for third-party breaches. Client must maintain its own privacy policies and disclosures.

## **12. HOSTING & DOMAINS**

CallBlu may use third-party hosting. Client is responsible for renewals and payments unless otherwise agreed. CallBlu is not liable for outages, hacks, or expired services unless due to gross negligence.

### **13. PLATFORM LIMITATIONS**

CallBlu does not control third-party platforms (e.g., Google, Meta, Yelp). Client is responsible for compliance with platform policies and laws.

### **14. IP LICENSE**

Client grants CallBlu a limited license to use its branding and materials during the engagement. Client warrants it owns or has rights to all materials provided.

### **15. CONFIDENTIALITY**

Both parties agree to keep each other's non-public business information confidential, except as required by law or necessary to perform services.

### **16. MARKETING USE**

Unless Client objects in writing, CallBlu may reference Client's name, logo, and public-facing work in its marketing.

### **17. DISCLAIMERS**

Services are provided "as is." CallBlu disclaims all implied warranties.

### **18. LIMITATION OF LIABILITY**

CallBlu's liability is limited to the fees paid by Client for the specific service in the 3 months prior to the claim. No liability for indirect, incidental, or consequential damages.

### **19. INDEMNIFICATION**

Client agrees to indemnify CallBlu against claims arising from Client's business, advertising, legal violations, or misuse of services.

### **20. OFFBOARDING**

Upon termination, unpaid balances are due immediately. CallBlu may suspend access until paid. Offboarding services (e.g., migrations, DNS, training) are billable. Client must request data before termination.

### **21. INDEPENDENT CONTRACTOR**

CallBlu is an independent contractor and may use subcontractors.

### **22. FORCE MAJEURE**

CallBlu is not liable for delays due to events beyond its control (e.g., outages, disasters, platform failures).

### **23. NOTICES**

Formal notices must be sent via email or certified mail. Routine communications may be sent via email or messaging.

### **24. GOVERNING LAW & ARBITRATION**

This Agreement is governed by Washington law. Disputes will be resolved by binding arbitration in King County, WA. CallBlu may seek equitable relief in court.

## **25. ENTIRE AGREEMENT**

This Agreement and Service Orders constitute the full agreement. Amendments must be in writing. Electronic signatures are valid.