

Terms of Service

Effective Date: June 15, 2026 **Last Updated:** June 27, 2026

These Terms of Service ("Terms") govern your access to and use of the website crowndigitalhq.com (the "Site") and the marketing services and AI tools provided by Crown Digital LLC ("Crown Digital," "we," "us," or "our") (collectively, the "Services").

By accessing the Site, purchasing the Services, or clicking to accept these Terms, you ("you," "Client," or "user") agree to be bound by these Terms. If you do not agree, do not use the Site or Services. If you are entering into these Terms on behalf of a company or other entity, you represent that you have authority to bind that entity.

1. Eligibility

You must be at least 18 years old and able to form a binding contract to use the Services. By using the Services, you represent that you meet these requirements.

2. The Services

Crown Digital provides digital marketing services and AI-powered tools, which may include lead generation, advertising management, automation, and related offerings. The specific scope, deliverables, and pricing for your engagement will be described in an order form, proposal, statement of work, or subscription plan you agree to (each, an "Order"). Each Order is incorporated into and governed by these Terms. If an Order conflicts with these Terms, the Order controls for that engagement.

We may modify, suspend, or discontinue any part of the Services at any time. We will use reasonable efforts to notify you of material changes that affect an active Order.

3. Accounts

You may need an account to access certain Services. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account. Notify us promptly at the contact below if you suspect unauthorized use. You agree that the information you provide is accurate and that you will keep it current.

4. Fees, Payment, and Subscriptions

Fees. You agree to pay all fees stated in your Order. Unless stated otherwise, fees are quoted and payable in U.S. dollars and are exclusive of applicable taxes, which you are responsible for.

Payment processing. Payments are processed through Stripe. By providing payment information, you authorize us and Stripe to charge your payment method for all fees due. You are responsible for keeping your payment information current.

Subscriptions and renewals. If you purchase a subscription or recurring Service, it will automatically renew for successive periods of the same length at the then-current rate unless you cancel before the renewal date. You authorize recurring charges until you cancel.

Cancellation. You may cancel a subscription at any time, effective at the end of the then-current billing period. Cancellation stops future renewals but does not entitle you to a refund of amounts already paid except as set out below or as required by law.

Refunds. Except as expressly stated in your Order or required by applicable law, fees are non-refundable, including fees for partially used periods and for setup or onboarding work already performed. [Confirm this matches your actual refund practice and adjust if you offer, e.g., a trial period or pro-rated refunds.]

Late or failed payments. If a payment fails or is overdue, we may suspend or terminate the Services and pursue collection of amounts owed. You are responsible for any reasonable costs of collection.

5. No Guarantee of Results

Marketing outcomes depend on many factors outside our control, including your products, pricing, market conditions, third-party platforms, and your own actions. **We do not guarantee any specific results**, including lead volume, conversions, rankings, traffic, revenue, return on ad spend, or other performance metrics. Any forecasts, examples, or case studies are illustrative only and are not promises of the results you will achieve.

6. AI Tools

Our Services may include AI-powered tools. The following applies to your use of them:

- **Automated outputs.** Outputs are generated by automated systems and may be inaccurate, incomplete, or unsuitable for your particular purpose. You are responsible for reviewing and verifying outputs before relying on or publishing them.
- **No professional advice.** Outputs do not constitute legal, financial, medical, or other professional advice.
- **Your responsibility.** You are responsible for how you use outputs, including ensuring your use complies with applicable laws, platform rules, and third-party rights.
- **Acceptable use.** You may not use our AI tools to generate unlawful, infringing, deceptive, or harmful content, or to violate the terms of any third-party platform.

We configure and operate the AI tools as part of delivering the Services. We do not guarantee that the tools will be uninterrupted, error-free, or that outputs will meet your expectations.

7. Client Responsibilities and Acceptable Use

You agree to:

- Provide accurate information and materials reasonably needed for us to deliver the Services
- Hold all necessary rights to any content, trademarks, or data you provide to us
- Comply with all applicable laws and the policies of any third-party platforms used in connection with the Services (including advertising and messaging rules)

You agree not to: use the Services for any unlawful, fraudulent, or abusive purpose; interfere with or disrupt the Services; attempt to gain unauthorized access to our systems; reverse engineer or copy our tools; or resell or sublicense the Services without our written consent.

8. Intellectual Property

Our IP. The Site, the Services, our software, tools, methods, and all related intellectual property are owned by Crown Digital or our licensors. Subject to these Terms and your payment of fees, we grant you a limited, non-exclusive, non-transferable, revocable license to use the Services for your internal business purposes during your engagement.

Your materials. You retain ownership of the content, branding, and data you provide to us ("Client Materials"). You grant us a non-exclusive license to use Client Materials as needed to provide the Services.

Deliverables. Unless your Order states otherwise, final deliverables we create specifically for you become yours upon full payment, except that any pre-existing or general tools, templates, software, and know-how we use remain our property.

9. Third-Party Services

The Services rely on and integrate with third-party platforms and tools (for example, Meta, Google, and Stripe). Your use of those platforms is governed by their own terms and policies, and we are not responsible for their actions, availability, or decisions, including account suspensions, ad disapprovals, or changes to their services or pricing.

10. Disclaimer of Warranties

THE SERVICES AND SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT ANY PARTICULAR RESULT WILL BE ACHIEVED.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CROWN DIGITAL AND ITS OWNERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL,

EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE AMOUNT YOU PAID TO US FOR THE SERVICES IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

12. Indemnification

You agree to indemnify, defend, and hold harmless Crown Digital and its owners, employees, and agents from and against any claims, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Services; (b) Client Materials and your content; (c) your violation of these Terms or any law; or (d) your violation of any third-party right or platform policy.

13. Term and Termination

These Terms apply while you use the Services. We may suspend or terminate your access immediately if you breach these Terms, fail to pay, or use the Services unlawfully. You may stop using the Services at any time, subject to the payment and cancellation terms in Section 4. Provisions that by their nature should survive termination (including Sections 8, 10, 11, 12, and 14) will survive.

14. Governing Law, Binding Arbitration, and Class Action Waiver

Governing law. These Terms are governed by the laws of the State of South Carolina, without regard to its conflict-of-laws rules.

Informal resolution first. Before starting an arbitration, you agree to first contact us at admin@crowndigitalhq.com and describe the dispute, and to allow thirty (30) days for the Parties to try to resolve it informally.

Binding arbitration. Except for the exceptions below, any dispute, claim, or controversy arising out of or relating to these Terms or the Services that is not resolved informally will be settled by **final and binding arbitration** administered by the American Arbitration Association (AAA) under its applicable rules, rather than in court. Arbitration will take place in South Carolina (or by remote/virtual proceeding where available), and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator has exclusive authority to resolve disputes about the interpretation or enforceability of this arbitration provision.

Class action waiver. You and Crown Digital agree that each may bring claims against the other **only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding.** The arbitrator may not consolidate more than one person's claims or preside over any form of class proceeding. If this class action waiver is found

unenforceable as to a particular claim, that claim (and only that claim) will be severed and may proceed in court.

Exceptions. Either Party may (a) bring an individual claim in small claims court if it qualifies, and (b) seek injunctive or equitable relief in court to protect its intellectual property or confidential information.

Your right to opt out. You may opt out of this arbitration agreement by sending written notice to admin@crowndigitalhq.com within thirty (30) days of first accepting these Terms. If you opt out, the "Governing law" paragraph above still applies, and disputes will be resolved exclusively in the state or federal courts located in South Carolina.

Jury trial waiver. Except where prohibited by law, you and Crown Digital waive any right to a jury trial in connection with any dispute relating to these Terms or the Services.

15. Changes to These Terms

We may update these Terms from time to time. When we make material changes, we will update the "Last Updated" date and, where appropriate, provide additional notice. Your continued use of the Services after the changes take effect constitutes acceptance of the updated Terms.

16. Copyright Complaints and DMCA Takedown

Crown Digital respects intellectual property rights and responds to clear notices of alleged copyright infringement under the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512.

Submitting a notice. If you believe content on the Site or in materials we host has been used in a way that infringes your copyright, send a written notice to our designated agent that includes: (a) your physical or electronic signature; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the allegedly infringing material and information reasonably sufficient to locate it (such as a URL); (d) your contact information (name, address, telephone, email); (e) a statement that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on its behalf.

Designated agent. Crown Digital LLC — DMCA Agent Email: admin@crowndigitalhq.com Mailing address: 737 Gadsden Street, Columbia, SC 29201

Counter-notification. If your content was removed and you believe it was removed in error, you may submit a counter-notification containing the information required by 17 U.S.C. § 512(g). We may restore the material as permitted by law.

Repeat infringers. We will, in appropriate circumstances, disable or terminate the accounts of users who are found to be repeat infringers.

17. Miscellaneous

Entire agreement. These Terms, together with any Order and our Privacy Policy, are the entire agreement between you and Crown Digital regarding the Services.

Severability. If any provision is found unenforceable, the remaining provisions remain in effect.

No waiver. Our failure to enforce any provision is not a waiver of our right to do so later.

Assignment. You may not assign these Terms without our consent. We may assign them in connection with a merger, acquisition, or sale of assets.

Force majeure. We are not liable for delays or failures caused by events beyond our reasonable control.

18. Contact Us

Questions about these Terms? Contact us at:

Crown Digital LLC Email: admin@crowndigitalhq.com Mailing address: 737 Gadsden Street, Columbia, SC 29201