

Client Terms of Service

DigitalHeroes.global OÜ | Version 2026.1 | Effective from 1 October 2026

These Terms apply to every Service Agreement signed with Digital Heroes. The version named in your signed Service Agreement is the one that applies to you. Previous versions are archived at digitalheroes.global/client-terms. For business customers only.

1. The basics

- 1.1 These Terms are issued by DigitalHeroes.global OÜ, registry code 14650687, VAT EE102137512, Sepapaja 6, Tallinn 15551, Estonia ("we", "us", "the Agency"). They apply to all services we provide to you ("the Client", "you") under a signed service agreement, order or proposal (a "Service Agreement").
- 1.2 Our contract with you (the "Agreement") consists of, in order of priority: (a) the Service Agreement; (b) the Service Schedule(s) for the services ordered; (c) the Data Processing Agreement ("DPA"), for data protection matters; and (d) these Terms. Your own purchasing terms do not apply.
- 1.3 You confirm that you act for business purposes and not as a consumer.
- 1.4 In these Terms, "Services" means the services in your Service Agreement, "Deliverables" means the work we create specifically for you, "Fees" means our fees in the Service Agreement, and "Third-Party Costs" means amounts paid to third parties, such as ad spend, software, hosting, domains, paid backlinks, media and licences.

2. Start of the Agreement

- 2.1 The Agreement starts when you sign the Service Agreement, including by electronic signature through our GoHighLevel platform. Electronic signatures and records are valid and binding.
- 2.2 We start the Services on the onboarding date in the Service Agreement, provided we have received full payment of the first invoice at least one (1) day before it. If not, the onboarding date moves to a new date after payment is received. Timelines start once we have received both payment and the information and access we need.

3. How we work

- 3.1 We perform the Services with reasonable care and skill, in line with good industry practice, within the scope of the Service Agreement. Extra work is only done after we have agreed the scope and price with you in writing (email is fine).
- 3.2 Timelines are estimates, not fixed deadlines, unless the Service Agreement says a date is fixed.
- 3.3 Each Deliverable includes up to two (2) revision rounds: one round of consolidated feedback and one round for final approval. A Deliverable is approved when you approve it, when you use it (for example by going live), or if you give no feedback within five (5) business days after delivery.
- 3.4 No guaranteed results. Marketing results depend on many factors outside our control, such as platform algorithms, competition, budgets and your offer, website and sales process. We do not guarantee rankings, traffic, leads, sales, return on ad spend, AI search visibility or any other result. Targets and KPIs are goals, not promises.
- 3.5 We may use team members, freelancers and subcontractors anywhere in the world. We stay responsible for their work, and they are bound by confidentiality.

- 3.6** We use AI tools to support our work (for example research, drafting, analysis and reporting). Our team reviews the output before delivery, and we use business settings that do not train public models on your information where available. Tell us in writing if you do not want AI used for specific materials. You are responsible for any AI labelling required on your own channels.
- 3.7** We manage projects and day-to-day communication in ClickUp, and give you a free guest seat. You agree to use it for feedback, approvals and requests. We respond to your questions and requests in ClickUp within two (2) business days. Approvals given in ClickUp count as written approval, and our ClickUp records are part of the project records referred to in clause 7.2. Formal notices under clause 16.1 are still sent by email.

4. Your responsibilities

- 4.1** You provide complete and accurate information, content, feedback and approvals on time, respond to our questions and requests within two (2) business days, and name one contact person who can make decisions. Delays on your side extend our timelines and may be charged as extra work.
- 4.2** Access. You give our team access to your accounts (ads, analytics, CRM, website, tools) through user profiles linked to our Digital Heroes email addresses. You remain the owner of your accounts. If you choose to share your own passwords instead, you do so at your own risk, and you must change them when the Agreement ends.
- 4.3** You are responsible for: (a) your products, offers, prices and all claims made in your marketing, including those you approve or ask us to use; (b) having a lawful basis and all required consents for personal data you give us or ask us to use, including for emails, SMS, messages and calls; (c) your privacy notice, cookie banner and legal pages; (d) complying with laws and platform policies that apply to your business and industry, including any rules on advertising financial, investment, health or other regulated products; and (e) keeping backups of your own data, websites and content.

5. Fees and payment

- 5.1** All Fees are in euros and paid 100% in advance through our payment provider (currently Stripe): for projects, before the project starts; for recurring services, before each billing period.
- 5.2** For recurring services, you authorise us to charge your payment method automatically. Fees for each billing period and each renewal are charged seven (7) days before the period starts. If a payment fails, we notify you and try again three (3) days and one (1) day before the period starts. If payment has not been received by the start of the period, we temporarily suspend the Services until payment is received. During a suspension, we also pause the ad campaigns we manage, so no ad spend is used without our management. The Agreement and your payment obligation continue during a suspension, and we are not liable for its consequences.
- 5.3** Fees exclude VAT, which is added where applicable (reverse charge applies where required by law). You pay your own bank, card and currency charges. Third-Party Costs are not included in the Fees unless the Service Agreement says so.
- 5.4** Overdue amounts carry statutory late payment interest under Estonian law, plus the fixed recovery compensation and reasonable collection costs allowed by law. You may not set off or withhold payments, except for claims we have accepted in writing or that a court has confirmed.
- 5.5** We may change our Fees for a renewal term with at least thirty (30) days' notice. You can then cancel under clause 6.2.
- 5.6** Offers and discounts. Any discount or special offer applies only as described in the Service Agreement, for the period stated there. When that period ends, the price after the offer stated in the Service Agreement applies automatically, without separate notice. An offer does not apply to

later renewals or other services unless the Service Agreement says so, and it cannot be combined with other offers unless stated.

6. Term, renewal and cancellation

- 6.1** A project ends when the Deliverables are approved and paid. Recurring services run for the minimum term in the Service Agreement. You cannot cancel a project once it has started, or recurring services during the minimum term or any renewal term. This also applies if you cancel after signing the Service Agreement but before the onboarding date. If you stop early, Fees already paid are not refunded and the Fees for the rest of the term remain due. The only exception is a proven Service Failure under clause 7.
- 6.2** Recurring services renew automatically for the same period as the minimum term, unless you or we cancel at least fourteen (14) days before the renewal date. If your Service Agreement includes more than one package, you can cancel each package separately. You can cancel through the cancellation form linked in our renewal reminder or by email to ivo@digitalheroes.global. A cancellation must come from the signatory of the Service Agreement or another contact you have authorised in writing, and we confirm it by email. We send you a renewal reminder, including the cancellation deadline, twenty-one (21) days before the renewal date. For monthly terms, we do not send a renewal reminder, and you can cancel at least fourteen (14) days before the start of the next month. If our reminder arrives later than that, you may still cancel within seven (7) days of receiving it.
- 6.3** We may end the Agreement with thirty (30) days' notice. In that case we refund Fees you prepaid for the period after the end date.

7. Refunds

- 7.1** Fees are non-refundable, except as set out in this clause 7 and in clause 6.3.
- 7.2** You are entitled to a refund only if we fail to deliver the Services or Deliverables listed in your Service Agreement, or cause a delay of more than thirty (30) days beyond a timeline in your Service Agreement or the Service Schedules (a "Service Failure"). Results, KPIs, strategy choices, preferences and opinions about quality are not a Service Failure. A delay only counts from the moment you have provided all the information, content, access and approvals we asked for. Delays caused by platforms, other third parties or force majeure do not count. Our written project records (emails, messages and project tools) are the reference for what was delivered and when.
- 7.3** To claim a Service Failure, you must: (a) notify us in writing within thirty (30) days after you became aware of it, with evidence; (b) give us fourteen (14) days to fix it; and (c) cooperate reasonably during that period, including by giving access, feedback and approvals. If you do not cooperate, no refund applies.
- 7.4** If we do not fix a proven Service Failure within those fourteen (14) days, you may terminate the affected Service immediately (which also ends its minimum term), and we refund 100% of the Fees you prepaid for that Service for the period after termination that we have not yet worked. There is no refund for work already performed, for Third-Party Costs already paid or committed (such as ad spend, paid backlinks, media, software and licences), or for other services in your package that were delivered as agreed.
- 7.5** This clause is your only remedy for a Service Failure. Compensation for damage caused by our mistakes is dealt with separately in clause 11. Refunds are paid to the original payment method within thirty (30) days.

- 7.6** Before disputing any payment with your bank or card provider (a chargeback), you must first use the procedure in this clause. An unjustified chargeback is a breach of the Agreement: the amount remains due, together with the dispute fees and costs, and we may suspend the Services.

8. Intellectual property and portfolio

- 8.1** You keep ownership of the materials you provide and give us the right to use them for the Services. You confirm that you have the rights to them.
- 8.2** You own the rights in the final Deliverables made specifically for you once the Fees for the project, or for the billing period in which they were created, are paid in full. Before that, you may only use drafts for internal review.
- 8.3** We keep ownership of our own tools, methods, templates, frameworks, prompts, code, dashboards, automation workflows and GoHighLevel snapshots. Where they are part of a Deliverable, you may use them as part of that Deliverable for your own business, but not resell or share them. Third-party content (stock images, fonts, plugins) is subject to its own licence. AI-assisted content may not be protected by copyright in every country.
- 8.4** We may mention your name and logo and describe our work in general terms in our portfolio and marketing, unless you opt out in the Service Agreement or later in writing. We never disclose confidential information this way.
- 8.5** Case studies. We would love to show the results of our work together in a case study. You agree to cooperate reasonably, for example by sharing results and giving a short quote or interview. We write the case study, and we only publish it after your written approval (email is fine).

9. Confidentiality

- 9.1** Each party keeps the other party's non-public information (including strategies, prices, results, customer data and login details) confidential, uses it only for the Agreement, and shares it only with people who need it and are bound by confidentiality. This does not apply to information that is public, already known, lawfully received from others, or that must be disclosed by law. This obligation lasts for three (3) years after the Agreement ends, and for trade secrets as long as they remain secret.

10. Data protection

- 10.1** Each party complies with the data protection laws that apply to it, such as the GDPR, the UK GDPR or Singapore's Personal Data Protection Act.
- 10.2** You decide how personal data is used in your marketing, and you are responsible for complying with the data protection and marketing laws that apply to your business (such as consents, privacy notices and cookie banners). We may point out data protection risks, but we do not give legal advice. Whether or not we flagged a risk, the decision and the responsibility remain yours. If you instruct us to go ahead against our advice, you bear the consequences.
- 10.3** We process your team's business contact details as described in our Privacy Notice at digitalheroes.global/privacy-policy. Where we process personal data on your behalf (for example leads, customer lists, CRM or analytics data), we act as your processor and the DPA applies automatically.

11. Liability

- 11.1** This clause covers damage caused by our mistakes, for example a setup error that wastes ad spend, a data leak, or content we created that infringes someone else's rights. Refunds for non-delivery are covered only by clause 7.
- 11.2** Our total liability for all claims together is limited to the higher of: (a) the Fees you paid us in the three (3) months before the event that caused the damage; and (b) if our insurance covers the claim, the amount actually paid by our insurer, up to a maximum of EUR 100,000.
- 11.3** You can claim: (a) the reasonable costs of fixing or redoing faulty work; (b) direct costs caused by a proven mistake on our side, including ad spend wasted as a direct result of our own setup error; and (c) reasonable costs of establishing or limiting the damage.
- 11.4** You cannot claim: (a) lost profit, revenue, sales, leads, goodwill or savings, or any other indirect loss; (b) ad spend used in line with the agreed setup and budget, or other Third-Party Costs; (c) the consequences of decisions or failures of platforms and providers, such as account suspensions, ad disapprovals, algorithm updates and outages; (d) loss of data you could have restored from backups; (e) damage resulting from your own content, products, claims, instructions, approvals or consents; or (f) not reaching results or targets.
- 11.5** You must take reasonable steps to limit any damage (for example by pausing campaigns or informing us as soon as you notice a problem), and notify us of any claim in writing within twelve (12) months after you became aware of it.
- 11.6** You are liable for, and will compensate us for, all third-party claims, fines and costs (including reasonable legal costs) arising from your materials, products, claims, instructions, your use of the Deliverables, or your breach of clause 4.3 or of the Agreement. This is not limited by clause 11.2.
- 11.7** Nothing in the Agreement limits liability for intent, gross negligence, fraud, death or personal injury, or any other liability that cannot be limited by law.

12. Non-solicitation

- 12.1** During the Agreement and for twelve (12) months after it ends, you will not hire or engage, directly or through others, any employee, freelancer or subcontractor of ours who worked on your account, without our written consent.
- 12.2** If you want to hire such a person, you may ask us. If we agree, or if you hire them without our consent, you will pay us a placement fee equal to six (6) months of the fees we paid that person, with a minimum of EUR 5,000. Responses to public job advertisements do not count.

13. Suspension and termination

- 13.1** Either party may terminate the Agreement immediately by written notice if the other party seriously breaches it and does not fix the breach within fourteen (14) days after being notified, or becomes insolvent.
- 13.2** We may suspend or stop the Services immediately if you ask us to do something unlawful, misleading or against platform policies, including instructions that would breach data protection law, or if continuing would harm our reputation or our platform accounts. We are not liable for the consequences of such a suspension or stop.
- 13.3** If the Agreement ends because of your breach, all Fees for the remaining term become due immediately.
- 13.4** When the Agreement ends, you pay all amounts due, we hand over the paid Deliverables and admin rights to your own accounts, you remove our access, and access to tools provided under our own

accounts ends (subject to any export period in the Service Schedule). Clauses that by their nature continue after the end (including 5, 7, 8, 9, 10, 11, 12 and 15) remain in force.

14. Changes to these Terms

- 14.1** Your Service Agreement stays under the version of these Terms it names. For recurring services, we may move you to a new version with at least thirty (30) days' notice by email. If you object, you may cancel from the date the new version would apply, without paying for any remaining minimum term.

15. Law and disputes

- 15.1** The Agreement is governed by Estonian law, excluding the UN Convention on Contracts for the International Sale of Goods. The parties first try to settle disputes amicably within thirty (30) days.
- 15.2** The Harju County Court in Tallinn, Estonia has exclusive jurisdiction. This is intended as an exclusive choice of court agreement under the Hague Convention on Choice of Court Agreements of 2005.
- 15.3** If, at the time the Agreement is signed, you are established in a country outside the EU that is not a party to that Hague Convention, disputes are instead finally settled by the Arbitration Court of the Estonian Chamber of Commerce and Industry, by one arbitrator, in Tallinn, in English.

16. General

- 16.1** Formal notices (such as cancellations and complaints) may be sent by email: to us at ivo@digitalheroes.global, to you at the email in the Service Agreement. Cancellations may also be made through our online cancellation form.
- 16.2** Neither party is liable for delays caused by events beyond its reasonable control (force majeure), except for payment obligations. If such an event lasts more than sixty (60) days, either party may end the affected Services.
- 16.3** You may not transfer the Agreement without our consent. We may transfer it to an affiliate or successor with notice to you.
- 16.4** The Agreement is the entire agreement on its subject. Changes must be agreed in writing (email is fine for scope and timelines). If a clause is invalid, the rest remains valid and the parties replace it with a valid clause that is as close as possible. Not enforcing a right is not a waiver.
- 16.5** The Agreement is in English. If translated, the English version prevails.