

Terms of Service

Effective Date: May 21, 2026

These Terms of Service ("Agreement" or "Terms") constitute a legally binding commercial contract between USA Web Services LLC, doing business as Pawsome Digital ("Pawsome Digital", "we", "us", or "our"), and the veterinary practice, corporation, or independent medical practitioner executing an application or engagement for our services ("Client", "you", or "your").

By accessing our website pawsomedigital.com, submitting a build slot application, or executing a service agreement, you explicitly acknowledge that you have read, understood, and agreed to be bound by the entirety of these Terms.

1. Scope of Services and Project Phases

Pawsome Digital provides tailored, high-performance web architecture, database provisioning, automated client communication engineering, and digital footprint audit services. Our delivery structure operates strictly in two distinct developmental phases:

- **Phase 01 / The Architecture Setup:** A structured engineering sprint (typically 16 business days) consisting of a digital presence audit, restructuring of Local SEO / Google Business assets, deployment of a bespoke mobile-first Next.js web application frontend, and structural configuration of a private database CRM and automated n8n text/email communication workflows.
- **Phase 02 / Operations & Private Hosting:** Continuous server systems maintenance, automated backup protocols, security patching, uptime monitoring, and ongoing infrastructure optimization.

2. Fees, Capital Commitments, and Billing Structures

Client agrees to satisfy all standard financial covenants associated with their chosen architecture deployment:

- **One-Time Setup Fee:** The architectural build phase requires a flat, one-time investment of \$3,500. This capital commitment is due and payable upon execution of the onboarding agreement and before server provisioning or digital presence audits begin.
- **Monthly Operations Retainer:** The technical operations, dedicated VPS hosting maintenance, and uptime management phase requires a fixed retainer of \$149 per month. This fee is automatically billed on a recurring monthly cycle starting immediately upon the handover and activation of your live environment.
- **Non-Refundability:** Due to the customized, labor-intensive, and bespoke nature of software infrastructure engineering, server licensing provisioning, and localized SEO architectural labor, all one-time setup fees are non-refundable once work commences.

- **Late Payments:** Failure to clear the monthly operations retainer within five (5) business days of the automated billing date may result in the temporary suspension of infrastructure maintenance or access links to your support portals until the account is settled in full.

3. Structural Data Sovereignty and Client Obligations

We believe in complete digital independence. The software stack, databases, and automation logic pathways are deployed directly onto a **dedicated private server environment allocated exclusively to your clinic**. Because you own this sovereign asset, you assume full operational responsibility for the contents of your databases.

You certify that your clinic will use the automated communications infrastructure (including SMS text sequences and email reminders routed through Twilio or Mailgun) in strict compliance with all local, state, and federal marketing laws, including the Telephone Consumer Protection Act (TCPA) and CAN-SPAM Act. You are responsible for ensuring that all pet owners in your database have explicitly opted-in to receive automated communication notifications.

4. Intellectual Property, Open-Source Licensing, and Independence

The architectural systems deployed by Pawsome Digital leverage an optimized matrix of bleeding-edge open-source and specialized technologies (including Next.js, Tailwind CSS, Ghost CMS engines, and n8n pipelines).

Upon full satisfaction of the one-time setup fee, **Client is granted an absolute, perpetual, transferable, and sovereign license** to operate, modify, copy, and utilize the entire deployed software stack compiled on their dedicated server. If you choose to terminate your Phase 02 operations agreement, you are entirely free to migrate your server, your code pipelines, your database models, and your patient records to another technical manager without any structural dependencies or penalties.

5. Disclaimers and Absolute Limitation of Liability

Pawsome Digital operates strictly as an infrastructure architect and systems manager.

- **No Warranties:** All digital assets, automated messaging networks, and web code matrices are provided on an "as-is" and "as-available" structural basis without warranties of any kind, whether express or implied.
- **Operational Limitations:** Pawsome Digital does not guarantee that automated SMS reminders, post-visit review requests, or win-back campaigns will convert at specific thresholds. Your practice financial outcomes are driven by your operational execution.
- **Liability Exclusion:** In no event shall USA Web Services LLC, its officers, developers, or affiliates, be held liable for any indirect, incidental, special, exemplary, punitive, or consequential damages whatsoever. This includes, without limitation, lost clinical revenue, empty appointment slots, unexcused client no-shows, third-party telecommunication API outages (e.g., Twilio carrier drops), server network downtime,

or data corruption instances arising from local internet infrastructure faults at your physical veterinary practice.

- **Liability Cap:** Our maximum aggregated legal liability to you under any structural claim or dispute shall not exceed the total sum of payments made by you to Pawsome Digital during the three (3) month period immediately preceding the event giving rise to such claim.

6. Term, Termination, and Freedom of Migration

This Agreement remains effective for the duration of your infrastructure deployment. The Phase 02 operations monthly retainer may be cancelled by either party at any time by providing a structured thirty (30) day written notice via email to billing@pawsomedigital.com.

Upon termination, our team will safely handover all master root access cryptographic keys to your server, sever our administrative links, and terminate recurring operations billing. Because your data and software are entirely sovereign, no data or records will be deleted or withheld by us during a clean system hand-off.

7. Governing Law and Jurisdictional Covenants

This Agreement, along with all operational and commercial interactions between the parties, shall be governed by, interpreted, and enforced in accordance with the substantive laws of the **State of Wyoming, United States of America**, without giving effect to any principles of conflicts of law.

Any formal legal action, corporate dispute resolution procedure, or lawsuit arising out of these Terms shall be instituted exclusively in the state or federal courts located within the jurisdiction of Wyoming, USA, and each party irrevocably submits to the personal jurisdiction of such courts.

8. Entirety of Agreement and Severe Severability

These Terms, combined with any official onboarding documentation executed by the client, constitute the complete and exclusive agreement between the parties regarding this business matter. If any individual clause or section of this contract is adjudicated to be invalid, unlawful, or unenforceable by a court of competent legal standing, that specific provision shall be severed, and the remaining terms of this commercial contract shall remain in absolute force and effect.