

Simply Visible Service Agreement

The short version

We build digital visibility tools for your business. That means websites, and AI powered workflows and assistants that help customers find you, trust you, and choose you. You get clear deliverables, honest reporting, and a score you can watch. By signing up and checking the acceptance box, you agree to everything here.

1. Who we are and what this covers

This agreement is between Adam Loomis Marketing LLC, operating as Simply Visible ("we," "us," "Simply Visible") and you, the business purchasing our services ("you," "your"). It covers every service you purchase from us at signup and any services added later under your account.

2. What we do

Simply Visible provides organic digital visibility services. Depending on what you purchased, this can include:

- Designing and building your website
- Building AI powered workflows and AI assistants that interact with your customers on your behalf
- Improving your visibility across search, Google Business Profile, reviews, content, and AI search signals
- Ongoing optimization and support under a monthly retainer

We will tell you in your onboarding and order details exactly which of these you are getting.

3. What we do not do

So there is no confusion:

- We do not manage your social media and we do not post content to social platforms on your behalf. That is not part of any package.
- We do not guarantee specific results. We work to improve your visibility using proven methods, but we cannot promise a specific ranking, a specific score, a specific amount of traffic, or a specific number of customers. Anyone who promises that is not being honest with you.

4. AI workflows and AI assistants

This is the heart of what makes Simply Visible different, so we want to be clear about it.

We build AI powered workflows and assistants that can interact with your customers, for example by answering questions, collecting information, and guiding people toward contacting you.

You review and approve. Before any AI workflow or assistant goes live for your customers, you get to review how it is set up and approve it.

AI is powerful but not perfect. AI generated responses are produced automatically. We configure them carefully and apply guardrails, but no one can guarantee that an automated response will always be accurate, complete, or appropriate.

You stay in control. You can request changes, pause an assistant, or ask us to adjust its behavior at any time, and we will act on that promptly.

What you provide drives what it says. The information, offers, claims, pricing, and instructions you give us shape what your assistants tell your customers. Keeping that information accurate is your responsibility.

5. Your responsibilities and your promises to us

When you give us materials, information, logins, or instructions, you promise that:

- The information you provide is true and not misleading.
- You own the rights to everything you give us, or you have permission to use it. This includes your logos, photos, text, and customer information.
- You will not ask us to build anything that is unlawful, deceptive, defamatory, or that violates anyone else's rights.
- You will keep your own account credentials reasonably secure on your end.

If a claim comes up because of something you gave us or told us to do, that falls on you. See the indemnification section below.

6. Content standards and our right to decline

We reserve the right to decline, pause, or remove anything we reasonably believe is unlawful, deceptive, hateful, offensive, or harmful to our reputation or yours. We will tell you if we do and why.

7. Approvals

Where this agreement or your project calls for your approval, your approval can be given in writing, including by email, by an approval action inside your client dashboard, or by another method we both use in practice.

8. Ownership and access

Your content and your accounts remain yours. Your business information, your customer data, and your brand assets belong to you.

What we build for you becomes yours once you have paid in full for it, unless your order says otherwise. We may retain our own pre-existing tools, templates, and know-how.

At the end of our relationship, we will hand off your site and reasonable access in good faith. We are not responsible for how things are maintained after handoff.

9. Third party platforms and tools

Your services rely on third party platforms and tools that we do not own or control. These can include hosting, messaging, search engines, AI providers, payment processors, and review platforms.

We are not responsible for the actions, outages, pricing changes, policy changes, suspensions, or failures of any third party platform.

If a platform changes its rules, suspends an account, or goes down, that is outside our control, and we will work with you in good faith on alternatives.

10. Security and data

We take security seriously and we apply commercially reasonable, current best practices to protect the systems and data we manage for you.

No system is perfectly secure. No business, software, or provider can guarantee that a breach, hack, unauthorized access, or data loss will never occur, and we do not make that guarantee.

If a security incident does occur that affects your data within systems we control, we will act reasonably and promptly, tell you what we know, and work to contain it.

We are not liable for breaches, intrusions, or data loss that result from third party platforms, from your own systems or credentials, or from events outside our reasonable control.

11. Service availability

We work hard to keep your tools and site running, but we provide our services on an "as is" and "as available" basis. We do not promise uninterrupted or error free operation.

12. Events outside our control (force majeure)

Neither of us is responsible for failures or delays caused by events beyond reasonable control. This includes platform outages, internet failures, natural disasters, and similar events.

13. Indemnification

This section is about who covers a claim when one comes up.

- You will defend and reimburse us for claims, damages, and reasonable costs that arise from: the information, materials, or instructions you provided; your products and services; or your breach of this agreement.
- We will defend and reimburse you for claims that arise from our gross negligence or willful misconduct.
- Each side will promptly tell the other about any claim and cooperate in handling it.

14. Limitation of liability

To the fullest extent allowed by law:

- Neither of us is liable to the other for indirect, incidental, special, consequential, or punitive damages, or for lost profits or lost business.
- Our total liability to you for any and all claims is limited to the total amount you paid us in the twelve (12) months before the claim arose.
- This cap is a core part of the deal and the pricing reflects it.

15. Disclaimer of warranties

Except for anything we expressly promise in writing, we provide our services without warranties of any kind, whether express, implied, or statutory, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

16. Payment

You agree to pay the one time build fee and the recurring monthly retainer, if any, as set out in your order at signup.

For the standard Simply Visible offer: the Build fee is paid in full at signup. The monthly Engine retainer begins on the 1st or the 15th of the month, whichever first falls at least forty five (45) days after your signup, and recurs monthly on that day. The Engine carries a three (3) month minimum commitment.

Recurring fees continue until you cancel under the terms below. Late or failed payments may result in paused services. We will give you reasonable notice before pausing.

17. Term, cancellation, and termination

This agreement starts when you accept it and continues until either of us ends it.

You may cancel your monthly services at any time after the three (3) month Engine minimum, with thirty (30) days notice. Fees already paid are non refundable unless your order says otherwise.

Either of us may end this agreement if the other materially breaches it and does not fix the breach within a reasonable time after written notice.

Sections that are meant to survive (ownership, indemnification, limitation of liability, disclaimers, and governing law) survive the end of this agreement.

18. Governing law and disputes

This agreement is governed by the laws of the State of Ohio, without regard to its conflict of laws rules. You and we each consent to the exclusive jurisdiction of the state and federal courts located in Medina County, Ohio.

19. The whole agreement and changes

This agreement, plus your order details at signup, is the complete agreement between us. We may update these terms from time to time. When we make a material change, we will bump the version and ask you to accept the updated terms; your continued use of the services after acceptance is governed by the new version.

20. Your acceptance

By checking the box at signup and continuing, you confirm that you have read this agreement, that you understand it, and that you agree to be bound by it on behalf of your business.

Simply Visible is a brand of Adam Loomis Marketing LLC, Wadsworth, Ohio.

Version 2026-06-11 · Accepted electronically at signup; each acceptance is recorded with its version, date, and time. · simplyvisible.online/service-agreement