

Terms of Service Agreement

EFFECTIVE: October 9, 2026 · VERSION 2026-10-09.3

1. AGREEMENT; PARTIES; DEFINITIONS

1.1. These Terms of Service (“Terms”) constitute an agreement between Scenic City Studios, LLC (“SCS,” “we,” “us,” or “our”) and the individual accepting them or, where that individual is authorized to act for an organization, that organization (“you” or “Customer”). “Website” means the SCS website and its related pages, forms, portals, downloads, and online features. “Services” means the development, hosting, maintenance, email, marketing, software, Company Builder applications, artificial-intelligence, automation, support, and related services that SCS agrees to provide.

1.2. “Customer Website” means a website that you authorize SCS to develop, host, connect, maintain, or support. “Customer Data” means content, files, instructions, configurations, communications, and other information processed for you through the Services. “End User” means a person whose information is processed through your website or account. “Order” means an accepted proposal, statement of work, subscription selection, or other written agreement specifying a Service.

1.3. AFFIRMATIVE ACCEPTANCE IS REQUIRED. By selecting an expressly labeled agreement control or signing an Order that identifies and incorporates these Terms, you agree to the provisions applicable to that transaction and represent that you are at least 18 and authorized to bind the identified Customer. A homepage YES applies to the website-use agreement presented there; it does not itself order paid Services or establish the identity or authority of a hosting customer. Mere receipt of an email, use of an IP address, display of a cookie, or passive browsing does not establish acceptance of a paid-service agreement.

2. SCOPE; ORDER OF PRECEDENCE

2.1. Website-use provisions apply to visitors; provisions concerning paid services apply when you order or use the relevant Service. Website acceptance alone does not purchase a Service, authorize a payment, create a subscription, or grant SCS access to your systems. Specific deliverables, schedules, pricing, resource limits, and responsibilities are established in the applicable Order.

2.2. A signed agreement expressly addressing a conflicting subject controls for that subject, followed by the applicable Order and then these Terms. A data-processing agreement controls any conflicting provision concerning processing covered by that agreement. The Privacy Policy describes information practices; acknowledging it is not blanket consent to optional advertising or unrelated processing. Mandatory rights under applicable law remain unaffected.

3. WEBSITE ACCESS; ACCEPTABLE USE

3.1. SCS grants you limited, nonexclusive, revocable permission to use the Website for lawful informational and business purposes. You must not impersonate another person, submit fraudulent information, introduce harmful code, harvest personal information, copy substantial content without permission, interfere with availability, or bypass authentication, payment, subscription, or security controls.

3.2. You must not use the Services for infringement, unlawful surveillance, phishing, credential theft, abusive communications, unlawful discrimination, exploitation, or unlawful bulk messaging. Security testing requires prior written authorization. Automated use must comply with applicable permissions and must not impose unreasonable load. SCS may investigate suspected misuse and take proportionate protective action.

4. ACCOUNTS; AUTHORITY; CUSTOMER RESPONSIBILITIES

4.1. Provide accurate company, contact, and billing information and promptly update it when circumstances change. Protect credentials, devices, administrator accounts, and connected systems; restrict access to authorized personnel; and enable multifactor authentication where available. Promptly report suspected compromise or unauthorized instructions.

4.2. You are responsible for your authorized users, the legality and accuracy of Customer Data, permissions for materials supplied to SCS, your business operations, and required professional review. Maintain independent copies of important records and appropriate continuity procedures. SCS’s provision of technology does not transfer your obligations as an employer, publisher, merchant, data controller, or regulated business.

4.3. For business email and hosting accounts under your control, maintain unique credentials, multifactor authentication where supported, prompt removal of former users, minimum necessary access, updated devices and applications, and appropriate malware protection. Review forwarding rules, delegates, recovery methods, connected applications, and administrator access for unauthorized changes. You are responsible for instructing personnel and contractors who use your accounts and for consequences attributable to their acts or omissions within your responsibility.

4.4. The Order must identify which party administers DNS, SPF, DKIM, DMARC, mailbox authentication, patches, backup policies, and endpoint security. Unless expressly included in the Order, SCS does not undertake continuous threat monitoring, managed endpoint protection, transaction approval, forensic investigation, or compliance certification. You must not disable agreed security measures without discussing the resulting risk. SCS remains responsible for controls and work expressly assigned to it.

4.5. Maintain appropriate independent backups, continuity plans, staff security training, and payment-verification procedures. For business-critical Services, evaluate cyber-liability and social-engineering/funds-transfer-fraud insurance with your insurance adviser. SCS does not provide insurance, guarantee available coverage, or assume the role of your insurer.

5. APPLICATION LICENSE; RESERVED RIGHTS

5.1. Subject to the applicable Order, payment, authorized installation, and compliance with these Terms, SCS grants a limited, nonexclusive, nontransferable right to use enabled SCS applications on authorized Customer Websites. Access is a license, not a sale of SCS's underlying technology.

5.2. SCS retains rights in its preexisting and independently developed software, templates, infrastructure, APIs, documentation, proprietary prompts, workflows, trademarks, and improvements. Master credentials, private keys, provider accounts, and internal security controls are not deliverables. Do not extract credentials, redistribute applications, remove ownership notices, resell access, or reverse engineer protected components except to the extent applicable law or an applicable open-source license expressly permits. Third-party and open-source license terms remain controlling for their components.

6. REMOTE MANAGEMENT; UPDATES; SYNCHRONIZATION

6.1. When you enable a managed Service or authorize installation, you authorize SCS to perform operations reasonably necessary within that Service's scope, including installation, activation, configuration, synchronization, diagnosis, updates, security corrections, rollback, and deactivation of expired, compromised, or unsupported components. Routine maintenance and urgent protective measures may occur without separate approval for each operation.

6.2. This authority does not confer unrestricted access to unrelated systems or authorize unrequested purchases. Material work outside the agreed scope requires separate authorization. Connectivity failures may delay synchronization, queue jobs, or pause server-dependent features. Local and server records may temporarily differ; availability of existing local content does not guarantee that new processing, automation, or updates will continue.

7. CUSTOMER CONTENT; PROJECT DELIVERABLES

7.1. As between you and SCS, you retain ownership of Customer Data that you lawfully own. You grant SCS a nonexclusive, worldwide license to host, copy, transmit, format, process, back up, restore, and otherwise use that data only as reasonably necessary to perform the Services, follow lawful instructions, maintain security, and meet legal obligations.

7.2. Ownership or licensing of commissioned deliverables, source files, designs, and custom code is governed by the Order. No ownership transfer is implied merely by payment for access or support. You warrant that you possess the rights and permissions needed for the materials and instructions you supply. SCS's operational license does not authorize unrelated advertising use of confidential Customer Data.

8. PRIVACY; END-USER NOTICES; RESTRICTED DATA

8.1. For information you collect through your own website or business, you are responsible for an appropriate privacy notice, lawful processing instructions, required consent, and responses to affected individuals. Where SCS processes that information on your behalf, additional data-processing terms may be necessary before the relevant Service begins.

8.2. DO NOT SUBMIT REAL PAYMENT-CARD NUMBERS, CARD SECURITY CODES, BANK CREDENTIALS, PASSWORDS, PRIVATE KEYS, SOCIAL SECURITY NUMBERS, HEALTH RECORDS, OR OTHER HIGHLY SENSITIVE OR REGULATED INFORMATION THROUGH GENERAL FORMS, EMAIL, UPLOADS, OR AI

FEATURES. Specialized processing requires a separate written agreement and appropriate safeguards. The availability of a form field does not establish that agreement. The new 2026 payment-information page is a sample- data test and processes no payment.

9. ARTIFICIAL INTELLIGENCE; HUMAN OVERSIGHT

9.1. Enabled AI features may transmit relevant prompts, approved knowledge materials, website content, messages, or other instructed inputs to service providers for the requested task. Provider choice, models, capabilities, limits, and availability may change. SCS's confidential provider credentials are not disclosed to Customers.

9.2. AI OUTPUT MAY BE INACCURATE, INCOMPLETE, OUTDATED, BIASED, NONUNIQUE, OR UNSUITABLE FOR YOUR PURPOSE. REVIEW FACTUAL CLAIMS, RIGHTS, SAFETY, AND LEGAL COMPLIANCE BEFORE PUBLICATION, TRANSMISSION, OR RELIANCE. AI OUTPUT IS NOT LEGAL, MEDICAL, FINANCIAL, EMPLOYMENT, OR OTHER PROFESSIONAL ADVICE.

9.3. Before enabling automatic publication, replies, classifications, or actions, test the workflow and establish monitoring, approval thresholds, escalation, and a way to stop it. Do not use automated output for regulated or high-impact decisions without the required legal basis, safeguards, and human review. Enabling automation does not make SCS your employer, decision-maker, legal adviser, or agent.

10. THIRD-PARTY SERVICES; COMPATIBILITY

10.1. Hosting providers, registrars, payment processors, email systems, AI providers, WordPress components, advertising platforms, and other integrations may impose separate terms, fees, permissions, and technical limits. You remain responsible for the accounts and third-party relationships you control.

10.2. Changes to APIs, software, policies, models, or infrastructure may impair compatibility or require migration. SCS does not guarantee permanent compatibility with every device, plugin, theme, environment, or provider. Repair or migration outside the Order may require a separate estimate. Third-party dependencies do not excuse any SCS obligation that applicable law makes nondelegable.

11. HOSTING; BACKUPS; RESTORATION

11.1. Hosting is subject to the resource, storage, traffic, processing, and acceptable-use limits in the applicable plan. SCS may restrict abusive processes, quarantine suspect files, block malicious traffic, require updates, or temporarily isolate an affected account to protect infrastructure.

11.2. Backup frequency, retention, recovery objectives, and restoration assistance exist only to the extent specified in the applicable Service. Backups may be incomplete, unavailable, or affected by the same incident as production systems. Maintain independent copies of essential information. Restoration and emergency recovery work may carry separately agreed charges; no recovery result is guaranteed unless expressly committed in writing.

12. DOMAIN NAMES; DNS; EMAIL

12.1. Domain registration, renewal, transfer, availability, dispute procedures, and privacy options are subject to registrar rules. Maintain accurate registrant details and ensure timely renewal and payment. Unless the Order assigns responsibility differently, you remain responsible for your domain rights and renewal decisions. DNS changes may temporarily affect websites and email while propagating.

12.2. Email transport and storage are technical services, not an authentication of the sender's identity, authority, invoice, investment, payment destination, or business representations. A message passing through SCS-managed infrastructure, using an SCS-hosted address, appearing in an existing thread, or passing SPF, DKIM, DMARC, spam, or malware checks does not make it legitimate or endorsed by SCS. No tool detects every spoofed, compromised, malicious, or misleading communication.

12.3. DELIVERY AND RETENTION. Unless an Order expressly states otherwise, SCS does not guarantee delivery, a particular delivery time, inbox placement, permanent mailbox retention, recovery of deleted or quarantined messages, or freedom from spam, phishing, account compromise, or impersonation. Sender acceptance, an SMTP success response, or a delivery log is not proof that the intended person received, read, or acted on a message. Filtering, blocking, or quarantine may produce false positives or false negatives.

12.4. REQUIRED PAYMENT VERIFICATION. Before sending money, changing bank or payment details, disclosing credentials, purchasing gift cards, releasing sensitive records, or acting on an unusual financial instruction received electronically, Customer must independently verify the request with an authorized person through a previously

established or independently obtained trusted channel. Do not rely solely on a phone number, link, reply address, or contact detail supplied in the questioned message. Use a second authorized approval for material payment changes where appropriate. Apply this procedure even if the message appears to come from SCS, a familiar vendor, or a known account.

12.5. CUSTOMER-CONTROLLED TRANSACTIONS. Customer controls its decisions to make payments, approve invoices, change bank instructions, or disclose information. Subject to Sections 19 and 20 and applicable law, Customer bears losses to the extent caused by its failure to follow the verification and account-security duties above, its unauthorized or unlawful instructions, or acts or omissions of persons for whom it is responsible. SCS does not guarantee reimbursement of a fraud loss merely because a communication used, appeared to use, or traversed SCS infrastructure. This provision does not determine the rights of nonparties or excuse a breach of duties that SCS expressly undertook or that law makes nonwaivable.

12.6. SUSPECTED FRAUD. Promptly notify SCS of suspected compromise affecting a Service and provide relevant timestamps, affected accounts, full message headers, and available facts without unnecessarily transmitting passwords or sensitive records. For a suspected fraudulent payment, promptly contact the financial institution through a trusted channel and consider reporting to appropriate authorities. Preserve relevant messages and records; do not destroy evidence or instruct deletion when a claim, investigation, or legal hold is reasonably anticipated. These steps do not guarantee recovery.

12.7. PROTECTIVE ACTION. SCS may reasonably throttle or suspend sending, revoke sessions or tokens, reset credentials, quarantine content, disable forwarding, isolate an account, preserve relevant logs, or require remediation where needed to investigate or contain suspected spam, phishing, fraud, malware, or unauthorized access. Where practical and lawful, SCS will notify the authorized Customer contact. Protective action is not an admission of fault and does not create a general duty to monitor every communication. Lawful handling of communication contents and account records remains subject to applicable privacy and communications law.

12.8. SERVICE REQUESTS AND INSTRUCTIONS. SCS may require identity and authority checks before honoring changes to access, domain ownership, payment settings, or administrator instructions, and may refuse instructions it reasonably considers suspicious. A message apparently sent from an account is not conclusive proof of authority. Customer must keep its authorized contacts current. Recovery assistance, incident investigation, and restoration beyond an agreed scope require separate authorization and may carry fees; no such fee condition limits a mandatory legal obligation of SCS.

12.9. DOMAIN PURCHASES. An availability search or customer request does not reserve, register, transfer, or renew a domain. A registrar transaction is complete only when confirmed by the registrar. Customer must approve the intended registrant, contact information, extension eligibility, service quote, and renewal choices before fulfillment. Third-party registry and registrar terms apply. Privacy services may be unavailable for some extensions and do not conceal registrant information from the registrar or lawful process. Nameserver and DNS changes require coordination with existing website and email services.

13. MARKETING; COMMUNICATIONS; RESULTS

13.1. Customer is responsible for the commercial messages and campaigns it supplies, selects, approves, or directs, including accurate sender and routing information, nondeceptive subjects and content, required business identification and postal address, legally required consent, functioning unsubscribe mechanisms, suppression lists, and records supporting lawful transmission. Do not send phishing messages, impersonation schemes, harvested-address campaigns, deceptive invoices, malware, or unlawful bulk communications through the Services.

13.2. SCS DOES NOT GUARANTEE SEARCH RANKINGS, TRAFFIC, LEADS, CONVERSIONS, SALES, REVENUE, ADVERTISING RETURNS, AI ACCURACY, OR ANY PARTICULAR BUSINESS RESULT. Campaign performance depends on market conditions, platforms, content, competition, and other factors outside SCS's control.

13.3. Customer must honor opt-out requests within applicable legal deadlines and must not instruct SCS to contact a suppressed address unlawfully. On reasonable request, provide evidence of applicable permissions, sender authorization, and suppression handling. SCS may refuse or suspend a campaign where this information is missing or where abuse is reasonably suspected.

13.4. Supplying software, delivery infrastructure, or technical assistance does not, by itself, mean that SCS has reviewed or legally approved a campaign. Each party remains responsible for duties applicable to its actual conduct, including any nondelegable duties as a sender, initiator, marketer, service provider, or processor. No provision purports to contract away statutory responsibility under CAN-SPAM or other applicable communications law.

14. FEES; TAXES; TRIALS; RECURRING CHARGES

14.1. Fees, due dates, scope, billing intervals, and usage charges are those disclosed in the applicable Order. You are responsible for applicable taxes other than taxes based on SCS's net income. Pricing changes apply prospectively with notice required by the Order and applicable law; a material change does not retroactively alter agreed charges.

14.2. A subscription renews and a trial converts to paid service only where the renewal, price or pricing method, billing frequency, conversion timing, and cancellation method have been disclosed and affirmatively authorized. Accepting these Website Terms alone authorizes no recurring charge. Each website or application may have separate entitlements, usage allowances, subscriptions, and invoices.

14.3. Promotional eligibility, duration, limits, and exclusions are governed by the disclosed offer. Credits and unused trial periods have no cash value unless otherwise stated. SCS may correct billing errors and revoke benefits obtained through fraud, subject to applicable law.

15. PAYMENT FAILURE; CANCELLATION; REFUNDS

15.1. If payment fails or an account becomes overdue, SCS may send notices, retry an authorized charge, and suspend affected paid functionality in accordance with the applicable Order and law. Where practical, SCS will provide an opportunity to resolve the issue before a nonemergency suspension. Suspension may interrupt hosting, email, AI jobs, synchronization, and automation.

15.2. Cancel using the method provided for your subscription or contact accounts@sceniccitystudios.com. Unless an Order or law provides otherwise, cancellation applies prospectively, access may continue through the paid period, partial periods are not prorated, and amounts already earned remain due. Separate services and websites may require separate cancellation. Cancellation does not automatically delete retained records.

15.3. Fees are nonrefundable except as required by law, provided in an applicable Order or published offer, or approved by SCS in writing. These Terms do not limit statutory refund, cancellation, or dispute rights. Request needed exports before access ends.

16. SUPPORT; CHANGES; CUSTOMER MODIFICATIONS

16.1. Support channels, response commitments, maintenance, and development work are limited to the agreed scope. Additional features, redesign, migration, forensic work, malware remediation, custom exports, and repairs caused by third-party changes or unauthorized modifications may require separate authorization and fees.

16.2. SCS may update features and make necessary security, compatibility, or operational changes. For a material reduction or discontinuation of a paid Service, SCS will provide notice and any remedy required by the applicable agreement or law. SCS is not responsible for issues caused solely by changes or access outside its control, but this clause does not waive SCS's own agreed duties.

17. CONFIDENTIALITY; SECURITY COOPERATION

17.1. Each party will exercise reasonable care to protect the other's nonpublic business, technical, customer, and security information and use it only for the relationship's authorized purposes. This obligation does not cover information lawfully public, already known without restriction, independently developed, or lawfully received from another source. Legally compelled disclosure is permitted with notice where lawful and practical.

17.2. No system is entirely secure. Security is a shared responsibility, not an insurance guarantee. Each party must promptly report suspected compromise affecting the Services and cooperate reasonably in investigation and containment. SCS will provide incident notices when required by applicable law or an applicable data-processing agreement. An unsuccessful attack or blocked request is not, by itself, a confirmed data breach.

17.3. Incident responsibilities are allocated according to the affected systems, each party's actual role, the Order, and applicable law. Customer must reasonably cooperate with containment and lawful investigation. SCS may preserve and restrict access to relevant evidence when reasonably necessary for security, legal duties, insurance, or claims. Preservation is targeted to legitimate needs, not a promise to retain all email or all logs indefinitely. SCS does not promise privileged forensic services or legal advice.

17.4. Nothing in these Terms authorizes unlawful interception, unrestricted reading of private communications, or disclosure beyond lawful operational purposes, Customer instructions within their authority, and applicable legal process. Statutory incident notice and reasonable-security duties are not waived by a general security disclaimer.

18. WARRANTY DISCLAIMER

18.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR EXPRESS COMMITMENTS IN A CONTROLLING SIGNED AGREEMENT, THE WEBSITE AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” SCS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND DOES NOT WARRANT UNINTERRUPTED, ERROR-FREE, FULLY SECURE, OR PERMANENTLY COMPATIBLE OPERATION.

18.2. NO DISCLAIMER EXCLUDES A WARRANTY OR RESPONSIBILITY THAT CANNOT LAWFULLY BE EXCLUDED. EXPRESS WRITTEN COMMITMENTS REMAIN SUBJECT TO THEIR TERMS.

19. LIMITATION OF LIABILITY; ALLOCATION OF RISK

19.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND SUBJECT TO SECTION 19.3, SCS AND ITS OWNERS, EMPLOYEES, CONTRACTORS, AFFILIATES, AND LICENSORS ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, REVENUE, BUSINESS OPPORTUNITIES, GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF DATA ARISING FROM THE WEBSITE OR SERVICES. THIS EXCLUSION APPLIES REGARDLESS OF THE CLAIM’S LEGAL THEORY, INCLUDING CONTRACT, TORT, AND ORDINARY NEGLIGENCE, EVEN IF SUCH LOSS WAS FORESEEABLE OR SCS WAS ADVISED OF ITS POSSIBILITY. A LOSS IS NOT AUTOMATICALLY CONSEQUENTIAL MERELY BECAUSE IT INVOLVES EMAIL OR FRAUD.

19.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND SUBJECT TO SECTION 19.3, SCS’S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO AN AFFECTED SERVICE, INCLUDING CLAIMS ALLEGING ORDINARY NEGLIGENCE IN PROVIDING THAT SERVICE, WILL NOT EXCEED THE GREATER OF US \$100 OR THE AMOUNT ACTUALLY PAID TO SCS FOR THAT SPECIFIC SERVICE DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. RELATED ACTS, OMISSIONS, CLAIMS, AND LOSSES ARISING FROM THE SAME INCIDENT OR SERIES OF RELATED INCIDENTS SHARE ONE AGGREGATE CAP; SEPARATE LEGAL THEORIES DO NOT MULTIPLY IT.

19.3. NO EXCLUSION, CAP, RELEASE, CUSTOMER-RISK ALLOCATION, OR INDEMNITY IN THESE TERMS EXCLUDES OR LIMITS SCS’S FRAUD, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR LIABILITY THAT APPLICABLE LAW DOES NOT PERMIT THE PARTIES TO EXCLUDE OR LIMIT. MANDATORY CONSUMER, PRIVACY, DATA-SECURITY, COMMUNICATIONS, AND OTHER STATUTORY RIGHTS AND DUTIES REMAIN IN EFFECT TO THE EXTENT APPLICABLE. THESE TERMS DO NOT BIND A REGULATOR OR A THIRD PARTY WHO HAS NOT AGREED TO THEM.

19.4. Subject to Section 19.3, the foregoing exclusions and aggregate cap apply to otherwise recoverable claims involving phishing, spoofing, business-email compromise, fraudulent or misdirected payments, credential theft, malware, ransomware, unauthorized account access, delivery failures, blacklisting, data loss, DNS errors, and third-party infrastructure failures arising from the Services. These events alone do not establish SCS fault or liability. SCS’s liability, if any, depends on a legally established duty, breach, causation, and recoverable loss.

19.5. The parties acknowledge that the fees reflect the agreed allocation of risk and that SCS is not an insurer of Customer’s business, payments, communications, or data. Customer may request separately priced security, backup, continuity, or other commitments; only obligations expressly agreed in writing are undertaken. No general disclaimer cancels an express service commitment, although a lawful agreed liability cap may apply to a claim for its breach.

20. CUSTOMER INDEMNIFICATION

20.1. To the extent permitted by law, Customer will defend, indemnify, and hold harmless SCS and its personnel against third-party claims, resulting judgments or approved settlements, and reasonable defense costs and attorneys’ fees to the extent caused by: (a) Customer’s unlawful or infringing content or data; (b) Customer’s unlawful marketing, spam, deceptive messages, consent failures, or disregard of suppression obligations; (c) Customer’s breach of these Terms, unauthorized instructions, or misuse of the Services; (d) failure by Customer or persons for whom it is responsible to perform the account-security or payment-verification duties allocated to Customer; or (e) Customer’s unlawful publication, automation, or data processing. The duty does not arise merely because Customer was a victim of crime or used SCS Services.

20.2. SCS will provide reasonably prompt notice of a covered claim; delayed notice reduces Customer’s obligation only to the extent of material prejudice. Customer will provide competent counsel reasonably acceptable to SCS. SCS may participate through its own counsel at its own expense, or control its defense with reasonable costs borne by Customer

where Customer fails to defend after reasonable notice or a material conflict requires separate counsel for the covered claim. No settlement may admit SCS fault, impose nonmonetary duties on SCS, or fail to release SCS from the covered claim without SCS's written consent.

20.3. INDEMNITY DOES NOT REQUIRE CUSTOMER TO PAY FOR SCS'S OWN NEGLIGENCE, BREACH, FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR NONINDEMNIFIABLE STATUTORY LIABILITY. For mixed claims, allocate responsibility and reasonable defense costs to the covered Customer-caused portion; an allegation alone does not establish final responsibility. No clause transfers criminal responsibility or a nontransferable regulatory obligation. Reimbursement of penalties is required only if and to the extent legally indemnifiable and attributable to covered Customer conduct.

21. SUSPENSION; TERMINATION; EFFECT

21.1. SCS may suspend or terminate affected access for material breach, overdue payment, fraud, abuse, unlawful activity, a valid legal demand, urgent security risk, or discontinuation permitted by the applicable agreement. Where practical, SCS will give notice and an opportunity to cure. Immediate action may be necessary to protect people, information, or systems.

21.2. Upon termination, licenses and server-managed features may end, applications may be deactivated, and hosting, email, synchronization, or automation may stop. Outstanding lawful obligations remain due. Data is handled under the Privacy Policy and applicable agreements; request exports in advance. Ownership, confidentiality, accrued payment obligations, disclaimers, liability limits, indemnities, and dispute provisions survive where their nature requires.

22. FORCE MAJEURE

22.1. Neither party is responsible for delay or nonperformance caused by events beyond its reasonable control, including natural disasters, government action, utility or telecommunications failures, and widespread provider outages, to the extent reasonable precautions could not have prevented the effect. The affected party must use reasonable efforts to mitigate and resume performance. This clause does not excuse payment for Services already supplied or nonwaivable legal duties.

23. GOVERNING LAW; DISPUTES; CLAIM PERIOD

23.1. Tennessee law governs these Terms without regard to conflict-of-law rules, except where mandatory law requires otherwise. Before litigation, the parties will attempt in good faith to resolve a dispute through written notice and discussion for at least 30 days, without preventing urgent protective relief or allowing a nonwaivable deadline to expire.

23.2. Unless mandatory law or a controlling signed agreement requires otherwise, proceedings must be brought in a court of competent jurisdiction in McMinn County, Tennessee, or the applicable federal court serving that area, and the parties consent to that jurisdiction. No arbitration agreement or class-action waiver is created by these Terms.

23.3. TO THE EXTENT LAWFULLY PERMITTED, A CLAIM ARISING FROM THE WEBSITE OR SERVICES MUST BE FILED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO IT. THIS DOES NOT SHORTEN A PERIOD THAT APPLICABLE LAW DOES NOT ALLOW THE PARTIES TO SHORTEN.

24. ELECTRONIC ACCEPTANCE; RECORDS; COOKIES

24.1. The consent check and prompt run only on the homepage. Clicking YES records agreement to these Terms, the Privacy Policy, and essential cookies and releases the homepage for use. NO records refusal and opens the privacy-options page; it does not constitute acceptance. Direct visits to other pages are not blocked and do not run this consent mechanism. There is no scrolling requirement.

24.2. A necessary recognition cookie is placed to maintain pending, declined, and accepted choices. Its presence alone is not proof of agreement. Each affirmative choice is recorded with the browser token reference, the IP address observed by the server, a best-effort network-provider label and ASN where available, the exact policy version and document hashes, and timestamp. This mechanism does not request a name or email and does not verify a person's identity.

24.3. Provider information is resolved against a local IP-to-ASN database; visitor IP addresses are not sent to an external lookup service. The result identifies a likely network owner, not a verified first hop or physical connection. Shared networks, VPNs, proxies, mobile gateways, and routing changes may affect the result. An IP address does not uniquely identify a person.

24.4. A valid acceptance can be remembered for up to 365 days on the same device and network. Missing or expired cookies, a changed IP address, or an updated policy may require a new choice. You can inspect or change your choice on the homepage through Consent in the footer. Acceptance does not authorize marketing, payment, optional tracking, or unrelated processing. You may read and print the full policies without accepting.

24.5. For a paid hosting, email, or managed Service, the applicable Order should separately identify the Customer and authorized representative, the Service scope, the Terms version, and affirmative acceptance of the material email-security and risk-allocation provisions. An anonymous homepage record is supplementary evidence only. Direct-entry visitors, outside email recipients, and other nonparties are not deemed to have accepted a paid-service agreement merely because they encountered SCS-hosted content or infrastructure.

25. GENERAL PROVISIONS; CHANGES; CONTACT

25.1. The parties are independent contractors. Neither may bind the other without authority. You may not assign an agreement without SCS's written consent; SCS may assign it with a legitimate business transfer, subject to applicable law and existing obligations. There are no third-party beneficiaries except expressly protected persons. Failure to enforce a term is not a waiver. An invalid provision is limited or severed while the remainder continues to the extent lawful.

25.2. These Terms and controlling agreements state the parties' agreement on their subject matter. Suggestions may be used to improve Services without payment, but providing feedback does not transfer confidential information or authorize publication of your name or testimonial without permission.

25.3. Updates are identified by their effective date and version. Material revisions requiring fresh agreement will be presented for affirmative acceptance; updates do not retroactively rewrite accrued rights. Contact Scenic City Studios, LLC at info@sceniccitystudios.com or (423) 401-8394. Direct billing and cancellation requests to accounts@sceniccitystudios.com and privacy requests to support@sceniccitystudios.com. Identify the relevant business, account or website, request, and reply contact.

26. SELF-SERVICE AI CONCEPTS AND VISIBILITY REVIEWS

26.1. Website concepts are AI-generated visual drafts, not completed or production-ready websites. Generated copy, imagery, layout, and logo treatment require review before publication. Requesting a concept does not create an obligation to purchase development services.

26.2. Visibility reports are AI-assisted assessments of a limited public-source review at the stated time. They may contain errors, omissions, outdated information, or uncertain business matches. They are not exhaustive backlink inventories, private-account audits, verified rankings, or proof of inclusion in any AI system or training data. Confirm important findings before acting.

26.3. By submitting a website for review, you authorize the limited retrieval and analysis of its publicly accessible content. By uploading a logo, you represent that you have permission to use and submit it for the requested processing. Usage limits, provider availability, and moderation may prevent completion. No search ranking, traffic, conversion, or AI-visibility result is promised.

END OF TERMS OF SERVICE AGREEMENT · 2026-10-09.3