

# H2EG Solutions Terms & Conditions

**Effective Date:** January 1, 2026

These Terms & Conditions ("Terms") govern all services, products, programs, and engagements provided by H2EG Solutions ("H2EG," "we," "us," or "our"). By purchasing services, products, subscriptions, retainers, or participating in any H2EG program, you ("Client," "Customer," or "you") agree to be bound by these Terms.

## 1. Scope of Services

H2EG Solutions provides professional business, marketing, creative, technology, and advisory services. Services may be delivered individually, as bundled engagements, or as part of a broader system designed to support customer journeys, operational efficiency, and growth. The following outlines the nature and expectations of each service category.

### Brand Design & Collateral

Brand Design & Collateral services include brand discovery, positioning support, visual identity systems, logos, typography, color systems, brand guidelines, messaging frameworks, creative direction, and the production of brand collateral and reusable asset libraries. Collateral may include digital assets, print-ready files, advertising creatives, campaign assets, presentation materials, templates, and content components intended for use across marketing and customer touchpoints.

Client acknowledges that branding and creative work is inherently subjective. Direction, revisions, and approvals provided by Client at defined milestones constitute acceptance of work delivered to that stage. Requests that materially alter approved direction, expand scope, or require rework after approval may result in additional fees and timeline adjustments. H2EG does not guarantee consumer perception, brand reception, or market response to creative work.

H2EG is not responsible for trademark clearance, trademark registration, or legal availability of brand names, slogans, or marks unless explicitly contracted in writing. Final responsibility for brand usage, enforcement, and compliance rests with the Client.

### Digital Marketing Services

Digital Marketing services include strategy development, campaign planning, paid media management, audience targeting, creative deployment, content production, social media execution, search engine optimization, email marketing, analytics configuration, performance reporting, retargeting, pixel and tracking setup, and ongoing optimization activities. Services may be delivered on a project basis or as an ongoing engagement.

Client acknowledges that marketing performance is influenced by factors beyond H2EG's control, including competition, audience behavior, market conditions, platform algorithms, attribution limitations, privacy regulations, consent requirements, and client-side execution. H2EG does not guarantee specific performance metrics, including impressions, clicks, leads, conversions, revenue, rankings, engagement rates, or return on ad spend.

Client is solely responsible for ensuring that all claims, offers, pricing, disclosures, promotions, endorsements, testimonials, and messaging comply with applicable laws, industry regulations, and platform policies, including FTC guidelines and consumer protection laws. H2EG is not liable for ad disapprovals, account restrictions, suspensions, enforcement actions, shadow bans, or reduced reach imposed by third-party platforms.

## **IT Integration, AI Enablement & Business Automations**

IT Integration, AI Enablement, and Business Automation services include system integrations, workflow automation, CRM configuration, data synchronization, AI-assisted processes, operational automations, and platform connectivity across third-party tools. These services are designed to improve efficiency, consistency, and scalability of business operations.

Client understands that automation and integration functionality depends on third-party platforms, subscription tiers, permissions, APIs, and data structures. Changes made by platform providers, outages, security updates, or API limitations may impact performance or functionality. H2EG is not responsible for failures or interruptions caused by third-party changes or by Client modifications after delivery.

Client is responsible for approving workflows prior to deployment and for monitoring automation outputs once live. H2EG does not assume responsibility for business decisions, messaging outcomes, or compliance obligations executed through automated systems.

## **Website Design & Customer Experience (CX) Dynamics**

Website Design & CX Dynamics services include website design and development, UX and UI design, information architecture, customer journey mapping, conversion optimization, content integration, ecommerce functionality, loyalty programs, affiliate systems, community features, forms, tracking integrations, and related digital experiences. Services may involve third-party platforms, plugins, themes, applications, and integrations.

Client is responsible for maintaining hosting, domains, platform subscriptions, licenses, payment processors, taxes, shipping, product compliance, data collection practices, and ongoing site operations. H2EG does not act as merchant of record unless explicitly stated in writing. Launch, publication, migration, or transfer of administrative access requires full payment and written approval by Client.

H2EG does not guarantee website traffic, conversions, sales volume, uptime, page speed scores, accessibility compliance, or future compatibility with platform updates, browser changes, or device updates. Ongoing maintenance, security, compliance updates, backups, and feature enhancements are not included unless contracted separately.

## **Consulting & Coaching**

Consulting & Coaching services include strategic advisory, audits, assessments, planning sessions, training, and guidance related to business operations, marketing strategy, systems architecture, customer journeys, and growth initiatives. These services may be delivered via meetings, workshops, documentation, or digital communication.

Consulting and coaching provide insight, recommendations, and professional perspective but do not constitute legal, financial, or regulatory advice. Client remains solely responsible for decisions made, actions taken, and outcomes achieved based on consulting or coaching engagements. No guarantees of performance or results are implied or provided.

Frameworks, methodologies, documentation, and instructional materials provided during consulting and coaching engagements remain the intellectual property of H2EG unless otherwise agreed in writing.

## **H2EG Store Products**

The H2EG Store may offer digital products, educational materials, templates, tools, physical merchandise, event access, or service credits. Digital products are licensed for internal business use only and may not be copied, shared, resold, sublicensed, or redistributed without written permission.

Unless otherwise stated, all store purchases are final sale. Physical goods must be inspected upon delivery, and issues must be reported within the stated timeframe with supporting documentation. H2EG is not responsible for shipping delays, carrier errors, lost packages after confirmed delivery, or incorrect information provided by the purchaser.

H2EG makes no guarantees regarding business outcomes, revenue, or performance derived from store products. All educational and informational materials are provided for general guidance only.

## **Loyalty & Referral Programs**

H2EG may offer loyalty, referral, or incentive programs to reward engagement, referrals, or purchases. Program eligibility, reward structures, qualification criteria, and expiration terms are defined at H2EG's discretion and may be updated or discontinued at any time.

Participants may not misrepresent their relationship with H2EG, engage in deceptive practices, create fake accounts, self-refer, manipulate tracking systems, or violate marketing, advertising, or consumer protection laws. H2EG reserves the right to audit activity, delay reward issuance, withhold rewards, reverse credits, or permanently disqualify participants for suspected abuse, fraud, or misrepresentation.

Rewards have no cash value unless explicitly stated and may not be transferred, sold, or exchanged. Participation in loyalty or referral programs does not create an employment, agency, or partnership relationship with H2EG.

## **2. Engagement Structure & Agreements**

Services are provided pursuant to written proposals, statements of work (SOWs), invoices, checkout pages, or service descriptions. These Terms apply to all engagements and supersede prior versions unless otherwise stated in writing.

H2EG reserves the right to update these Terms at any time. The version in effect at the time of purchase governs that transaction.

## **3. Payments, Fees & Retainers**

Payment is required in advance unless otherwise stated in writing.

Deposits and retainers secure availability and are earned upon receipt once work begins.

Retainers are non-refundable unless explicitly stated.

Late or failed payments may result in paused services, delayed deliverables, or termination.

Clients are responsible for all applicable taxes, transaction fees, and third-party costs.

## **4. Refunds, Cancellations & Chargebacks**

All services rendered are non-refundable.

Deposits are non-refundable once work has commenced.

Digital products, downloads, and store items are final sale unless otherwise stated.

Chargebacks initiated without prior written dispute resolution constitute a material breach and may result in immediate termination of services and revocation of access to deliverables.

## 5. Client Responsibilities

Clients agree to:

- Provide timely access to required systems, platforms, credentials, and materials

- Ensure all provided content and materials are legally owned or licensed

- Assign a single authorized decision-maker

- Provide feedback and approvals within agreed timelines

Delays caused by the Client do not constitute failure to perform by H2EG.

## 6. Scope Control & Revisions

Work is limited to the scope defined in the agreed proposal or SOW. Additional requests, revisions beyond scope, or new requirements may require a change order and additional fees.

## 7. Performance & Results Disclaimer

H2EG does not guarantee specific results, including revenue, traffic, rankings, lead volume, conversions, or ROI. Outcomes may be impacted by market conditions, platform changes, client decisions, and third-party systems.

H2EG is not responsible for performance changes resulting from algorithm updates, policy changes, outages, or restrictions imposed by third-party platforms.

## 8. Intellectual Property Rights

- Pre-existing intellectual property remains the property of its original owner.

- Upon full payment, Clients receive ownership or license to final deliverables as defined in the engagement.

- H2EG retains ownership of proprietary frameworks, systems, templates, automation logic, methodologies, and tools.

- H2EG may display non-confidential work for portfolio and promotional purposes unless otherwise agreed in writing.

## **9. Confidentiality & Non-Disclosure**

Both parties agree to maintain the confidentiality of non-public business, technical, and strategic information. Confidential information shall not be disclosed except as required to perform services or by law.

## **10. Data, Privacy & Security**

Clients are responsible for compliance with data protection laws, consent requirements, and customer communications. H2EG is not responsible for Client misuse of data or violations of privacy laws.

## **11. AI, Automation & Technology Disclosure**

H2EG may use AI-assisted tools and automation platforms to support service delivery. Outputs require Client review and approval. Automation systems may be impacted by third-party limitations, updates, or errors beyond H2EG's control.

## **12. Independent Contractor Relationship**

H2EG operates as an independent contractor. Nothing in these Terms creates an employment, partnership, joint venture, or agency relationship.

## **13. Non-Solicitation**

Clients agree not to solicit or hire H2EG personnel or contractors during the engagement and for twelve (12) months thereafter without written consent.

## **14. Limitation of Liability**

To the fullest extent permitted by law, H2EG shall not be liable for indirect, incidental, consequential, or punitive damages. H2EG's total liability shall not exceed the fees paid for the services giving rise to the claim.

## **15. Indemnification**

Clients agree to indemnify and hold harmless H2EG from any claims arising from Client materials, instructions, misuse of deliverables, or violation of laws or platform policies.

## **16. Termination**

Either party may terminate an engagement with written notice. Clients remain responsible for fees incurred through the termination date. Deliverables are released only upon full payment.

## **17. Loyalty & Referral Programs**

Participation in loyalty or referral programs is subject to eligibility rules. H2EG reserves the right to withhold or revoke rewards for fraud, abuse, misrepresentation, or policy violations.

## **18. Client Misuse, Prohibited Conduct & Illegal Activity**

Clients may not use H2EG services, deliverables, systems, or materials for unlawful, deceptive, fraudulent, or abusive activities. Prohibited conduct includes, but is not limited to, spam, deceptive advertising practices, false or misleading claims, impersonation, data scraping, unauthorized data use, policy circumvention, manipulation of platform systems, or violation of applicable local, state, federal, or international laws.

H2EG reserves the right to suspend or terminate services immediately if Client misuse, illegal activity, or policy violations are suspected. In such cases, no refunds will be issued, and H2EG shall not be liable for resulting business interruption, data loss, or performance impact.

## **19. Reputational Risk & Right to Refuse Service**

H2EG reserves the right to refuse, decline, suspend, or terminate any engagement that, in H2EG's sole discretion, poses reputational, ethical, legal, or operational risk. This includes associations with misleading business practices, unlawful activities, or conduct that could harm H2EG's brand, partners, or standing with third-party platforms.

Termination under this section does not relieve Client of payment obligations for services rendered or costs incurred prior to termination.

## **20. Public Statements, Reviews & Representations**

Clients agree not to make false, misleading, or defamatory statements regarding H2EG, its services, personnel, or partners. Any public statements, testimonials, reviews, or representations must be truthful and based on actual experience.

Nothing in this section restricts lawful, good-faith opinions; however, demonstrably false statements or misrepresentations that cause harm may result in legal action.

## **21. Governing Law, Arbitration & Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles.

Any dispute, claim, or controversy arising out of or relating to these Terms, the services provided, or the relationship between the parties shall be resolved exclusively through binding arbitration conducted in the State of Texas. Arbitration shall be administered by a mutually agreed-upon arbitration provider, or if no agreement is reached, by an arbitration organization recognized in Texas. The arbitration shall be conducted by a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Each party shall bear its own legal fees and costs, unless the arbitrator determines otherwise. The parties agree that arbitration shall be conducted on an individual basis only, and not as a class, collective, or representative action.

## **20. Force Majeure**

H2EG Solutions shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, civil unrest, labor disputes, governmental actions, power failures, internet or hosting outages, third-party platform failures, API changes, software disruptions, supply chain interruptions, or failures of AI models or automation systems.

## **21. Survival**

The provisions relating to payments, intellectual property, confidentiality, non-solicitation, limitation of liability, indemnification, arbitration, governing law, and any obligations which by their nature should survive termination shall survive the completion or termination of any engagement.



## **22. Severability & Entire Agreement**

If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. These Terms, together with any applicable proposal, statement of work, invoice, or written agreement, constitute the entire agreement between the parties and supersede all prior or contemporaneous understandings, representations, or agreements, whether written or oral.

**By engaging H2EG Solutions, you acknowledge that you have read, understood, and agree to these Terms & Conditions.**