

Varaico — Terms of Service

Supplement to Client Service Agreement

This document supplements the Varaico Client Service Agreement and outlines additional terms governing the services provided by Varaico (“Provider”) to the client (“Client”). Where this document conflicts with the Client Service Agreement, this document takes precedence.

1. CLIENT CONTENT RESPONSIBILITY & INDEMNIFICATION

The Client is solely responsible for the accuracy, legality, and ownership of all content provided to Varaico for use on their website, including but not limited to: business information, photos, testimonials, service descriptions, and logos.

The Client represents and warrants that they have the legal right to use all content provided. The Client agrees to indemnify and hold Varaico harmless from any claims, damages, losses, or expenses (including legal fees) arising from content supplied by the Client, including but not limited to:

- Copyright or trademark infringement claims
 - False or misleading business claims
 - Use of images, testimonials, or reviews without proper authorization
 - Violations of applicable advertising standards or regulations
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2. CONTENT CREATED BY VARAICO

Where Varaico creates content on behalf of the Client (including SEO blog posts, website copy, or Google Business Profile descriptions under the Growth Plan), the Client is responsible for reviewing and approving all published content. Varaico makes reasonable efforts to ensure accuracy but does not guarantee the factual correctness of content created from information provided by the Client.

The Client should notify Varaico of any errors within 5 business days of publication. Varaico will correct errors promptly at no additional cost.

3. SERVICE AVAILABILITY & UPTIME

Varaico uses third-party infrastructure providers (including Vercel, GoDaddy, and Google) to host and manage client websites and services. While Varaico makes reasonable efforts to ensure consistent availability, Varaico does not guarantee any specific uptime percentage.

Varaico is not liable for service interruptions caused by:

- Third-party hosting provider outages or maintenance
- Domain registrar issues
- Internet service disruptions beyond Varaico’s control

- Google Business Profile suspensions, policy changes, or algorithm updates
 - Scheduled maintenance (Varaico will provide reasonable notice when possible)
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4. GOOGLE BUSINESS PROFILE DISCLAIMER

Varaico's base plan includes Google Business Profile (GBP) optimization. However, Google controls all GBP policies, verification processes, and search ranking algorithms. Varaico does not guarantee:

- GBP verification approval or timeline
- Any specific search ranking, visibility, or placement in Google Maps
- That a GBP listing will remain active (Google may suspend listings at its discretion)
- Any specific number of views, clicks, or customer actions from GBP

If a Client's GBP is suspended by Google, Varaico will make reasonable efforts to assist with reinstatement but cannot guarantee the outcome.

5. DATA HANDLING & PRIVACY

Varaico collects business information from the Client via the Client Intake Form for the sole purpose of building and maintaining the Client's website and related services. Varaico will:

- Use Client data only for delivering the contracted services
- Not sell, share, or distribute Client business information to third parties, except as required to deliver the services (e.g., domain registration, hosting)
- Store Client data using commercially reasonable security measures
- Delete or return Client data upon request following cancellation, subject to reasonable backup retention periods (up to 90 days)

The Client is responsible for ensuring that any personal data they provide (e.g., customer testimonials, contact information of third parties) has been collected with appropriate consent.

Varaico's websites may use basic analytics (e.g., page views, form submissions) to generate monthly value reports. No personally identifiable visitor information is collected or stored by Varaico.

6. ACCEPTABLE USE

The Client agrees not to use Varaico's services to host, publish, or distribute content that:

- Is unlawful, defamatory, harassing, or threatening
- Infringes on any third party's intellectual property rights
- Contains malware, viruses, or other harmful code
- Promotes illegal activities or substances
- Violates any applicable Canadian federal or provincial law

Varaico reserves the right to remove content or suspend service if a Client's website is found to be in violation of this section, with reasonable notice provided where possible.

7. FORCE MAJEURE

Neither party shall be liable for delays or failures in performance resulting from circumstances beyond their reasonable control, including but not limited to: natural disasters, acts of government, internet outages, cyberattacks, pandemics, or third-party service provider failures. The affected party will make reasonable efforts to resume performance as soon as practicable.

8. LIMITATION OF LIABILITY

To the maximum extent permitted by law:

- Varaico's total liability for any claim arising from the services is limited to the fees paid by the Client in the current billing month.
- Varaico is not liable for any indirect, incidental, consequential, or punitive damages, including lost profits, lost business, or lost data.
- Varaico does not guarantee any specific business results, lead volume, revenue increase, or search engine rankings.

This limitation applies regardless of the form of action, whether in contract, tort, negligence, or otherwise.

9. GOVERNING LAW & DISPUTE RESOLUTION

This agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

In the event of a dispute, both parties agree to attempt resolution through good faith negotiation for a period of 30 days. If unresolved, the dispute will be submitted to mediation in Ontario. If mediation fails, either party may pursue resolution through the courts of Ontario.

Each party is responsible for their own legal costs unless otherwise ordered by a court.

10. AMENDMENTS

Varaico reserves the right to update these Terms of Service with 30 days written notice to the Client. Continued use of the services after the notice period constitutes acceptance of the updated terms. Material changes (changes to pricing, liability, or data handling) will be communicated directly via email or text.

ACKNOWLEDGEMENT

By signing the Client Service Agreement or by completing payment through Varaico's billing system (Stripe), the Client acknowledges that they have read, understood, and agree to be bound by these Terms of Service and the Client Service Agreement. Completing a payment constitutes acceptance of all terms, regardless of whether a signed copy of the Client Service Agreement has been returned.

Effective Date: Applies to all Client Service Agreements entered into on or after this date.