

# TERMS OF SERVICE

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Last updated: June 19, 2026

## 1. About These Terms

These Terms of Service govern the purchase and use of services provided by ARVERO DIGITAL, operating from Limassol, Cyprus.

In these Terms, "ARVERO DIGITAL," "we," "us," and "our" refer to the provider of the Services. "Client," "you," and "your" refer to the individual, consumer, business, organisation, or other entity purchasing or using the Services.

These Terms apply together with any proposal, quotation, order confirmation, subscription selection, statement of work, invoice, project brief, or other written agreement issued or accepted in connection with the Services.

By accepting a proposal, paying an invoice or deposit, beginning a subscription, instructing us to start work, or otherwise using the Services, you confirm that you have read and accepted these Terms.

If you are accepting these Terms on behalf of a business or organisation, you confirm that you have authority to bind that business or organisation.

Mandatory rights available to consumers under applicable law are not excluded or restricted by these Terms.

## 2. Contact Details

ARVERO DIGITAL

Limassol, Cyprus

Email: [matthew@arverodigital.com](mailto:matthew@arverodigital.com)

Website: <https://www.arverodigital.com>

## 3. Services

We may provide services including:

- Website design and development

- Ecommerce website development
- Website subscription services
- Website hosting
- Website maintenance and care plans
- Search engine optimisation
- Branding
- Copywriting
- Artificial intelligence integrations
- Consulting
- Domain registration
- Related digital and technical services

The precise Services, Deliverables, scope, features, timing, price, and payment structure for a project will be set out in the relevant proposal, quotation, subscription selection, statement of work, invoice, or other written agreement.

If there is a conflict between these Terms and a signed project-specific agreement, the project-specific agreement will take priority concerning that conflict.

## 4. Free Consultation Sessions

We may offer free 30-minute consultation sessions to discuss potential projects.

A free consultation:

- Does not oblige either party to enter into a project
- Does not constitute legal, financial, tax, regulatory, or other professional advice
- Does not guarantee that we will accept the proposed project
- Does not reserve production time unless a project is later confirmed
- May be rescheduled or cancelled where reasonably necessary

Any estimates, suggestions, expected timelines, or indicative prices discussed during a consultation are preliminary unless confirmed in a written proposal.

## 5. Proposals and Project Scope

A proposal or statement of work may describe:

- The Services being provided
- Included pages, sections, functions, integrations, and Deliverables
- The project price
- Payment milestones

- Estimated timelines
- Client responsibilities
- Third-party services
- Subscription or care-plan terms
- Any exclusions or special conditions

Only work expressly included in the agreed scope is included in the quoted price.

Requests that materially change the agreed design, number of pages, functionality, integrations, content, timeline, or project requirements may be treated as additional work. Additional work may require a revised quotation, additional fees, and an adjusted delivery date.

We may refuse change requests that are unlawful, technically impractical, inconsistent with the project, or outside our available capacity.

## 6. Client Responsibilities

You agree to:

- Provide accurate and complete project requirements
- Supply requested text, images, branding, product information, account access, credentials, approvals, and other materials
- Provide feedback and decisions within the required time
- Appoint one primary contact who is authorised to provide instructions and approvals
- Review Deliverables carefully before approving them
- Ensure that materials supplied to us are lawful and do not infringe third-party rights
- Maintain secure control of passwords and access credentials
- Cooperate with reasonable requests necessary to complete the Services
- Pay all invoices and recurring charges when due
- Use the Services and Deliverables lawfully

You are responsible for the accuracy, legality, completeness, and suitability of information and materials you provide.

We are not responsible for delays, defects, omissions, or additional costs caused by inaccurate information, missing materials, delayed approvals, unavailable access, conflicting instructions, or other failures by the Client.

## 7. Client Content and Third-Party Rights

You confirm that you own, license, or otherwise have permission to use all text, photographs, videos, logos, trademarks, product information, music, fonts, data, documents, and other materials supplied to

us.

You grant us a non-exclusive licence to use, reproduce, adapt, process, display, and store those materials solely as reasonably necessary to provide the Services.

You are responsible for claims arising from materials you supply, including claims concerning copyright, trademarks, privacy, publicity rights, confidentiality, defamation, misleading statements, or unlawful content.

We may remove or refuse to use material that we reasonably believe is unlawful, infringing, misleading, harmful, or inappropriate.

## **8. Feedback and Approvals**

Unless another period is stated in writing, you must provide requested feedback, content, decisions, and approvals within seven days.

Feedback should be clear, complete, and consolidated. Where a business has multiple stakeholders, the Client must provide one combined set of instructions.

A project timeline automatically pauses when required feedback, materials, access, payment, or approval is overdue.

The project will resume subject to our current production availability after the missing requirement is provided.

If you do not respond for 14 consecutive days after a required response or approval becomes due, we may treat the project as abandoned.

When a project is abandoned:

- Work may stop
- Production time may be reassigned
- The deposit remains non-refundable where work has begun
- Any unpaid invoices remain due
- A new quotation, schedule, or restart fee may be required if you later request that work resume

## **9. Design Revisions**

Unless a proposal states otherwise, each page section includes up to three design revision rounds.

A revision round means one consolidated set of requested changes submitted at the same time for that page section.

Revision rounds do not include:

- A replacement of the original project brief
- A complete redesign after approval
- New pages or sections
- New functionality
- New integrations
- Significant changes to branding or strategy
- Changes caused by incomplete or inaccurate original instructions
- Repeated changes to content already approved

Unused revision rounds cannot be transferred between unrelated page sections or converted into other Services.

Additional revisions may be quoted separately and may extend the project timeline.

## 10. Project Acceptance

A project or Deliverable is accepted when the Client provides written approval.

Written approval may be provided by email, approved project-management message, signed document, or another recorded written communication.

Before giving approval, the Client is responsible for reviewing:

- Content
- Links
- Forms
- Prices
- Product information
- Contact details
- Legal text
- Layout
- Functionality
- Mobile presentation
- Third-party integrations

Changes requested after written approval may be treated as additional work or handled under an active Website Subscription or care plan.

## 11. One-Time Project Payments

Unless otherwise agreed in writing, one-time website projects use the following payment structure:

- 50% deposit before work begins
- 50% final payment when the agreed work is completed and before final handover, ownership transfer, publication, or launch

The project will not enter production until the required deposit has been received.

The deposit is non-refundable once work has started, subject to any mandatory consumer cancellation rights.

The final Deliverables, source files, ownership rights, credentials, and launch may be withheld until all outstanding amounts are paid in full.

## 12. Invoices

Unless otherwise stated in writing:

- Prices are stated in euros
- Invoices are payable within 14 days of the invoice date
- The Client must dispute an invoice in writing within seven days of the invoice date
- The written dispute must identify the amount disputed and explain the reason
- Undisputed portions of an invoice remain payable on time

Failure to dispute an invoice within seven days does not remove mandatory rights that cannot legally be waived, but it may be treated as confirmation that the invoice was accepted.

We do not apply a standard contractual late-payment fee under these Terms. However, we may suspend work, hosting, maintenance, access, publication, Deliverables, or subscription services while an invoice remains overdue.

Any statutory rights relating to overdue commercial payments remain unaffected.

## 13. Taxes

Prices exclude taxes unless expressly stated otherwise.

Any VAT or other tax legally chargeable will be added where applicable.

The Client is responsible for taxes, duties, or charges imposed on the Client in connection with purchasing or using the Services.

## 14. Current Service Packages

The following descriptions reflect standard packages available as of the date of these Terms. A proposal, quotation, or current pricing page may modify the scope or price.

## 14.1 Business Website

Standard price: €1,890 as a one-time payment.

The standard Business Website package may include:

- Up to 10 pages
- Custom design
- Mobile-responsive development
- Contact forms
- Google Analytics setup
- Basic SEO setup
- One training session

Hosting is available separately from €8 per month. Care plans are available separately from €39 per month.

## 14.2 Website Subscription

Standard price: €99 per month with no upfront project fee.

The standard Website Subscription may include:

- A custom website
- Up to five pages
- Hosting
- SSL
- Mobile-responsive development
- Contact forms
- Basic SEO setup
- Content edits within the existing website structure
- Security updates
- Ongoing support

The Website Subscription is subject to the minimum term and ownership provisions in these Terms.

## 14.3 Ecommerce Website

Standard starting price: €2,990 as a one-time payment.

The final price depends on scope, product volume, required integrations, complexity, content, and platform.

The standard Ecommerce Website package may include:

- Shopify or WooCommerce setup
- Payment gateway setup
- Shipping configuration
- Product setup
- Mobile-responsive development
- Analytics setup
- Basic ecommerce SEO
- One training session

Ongoing ecommerce maintenance and content support require an active care plan or other written support agreement.

## 14.4 Care Basic

Standard price:

- €39 per month; or
- €390 per year

Care Basic may include:

- Managed hosting
- Website and plugin updates
- Security monitoring
- Scheduled backups

## 14.5 Care Pro

Standard price:

- €69 per month; or
- €690 per year

Care Pro may include:

- Everything in Care Basic
- Routine content changes
- Priority email support
- Monthly website health checks

## 14.6 Care Premium

Standard price:

- €99 per month; or
- €990 per year

Care Premium may include:

- Everything in Care Pro
- Unlimited small edits
- Priority support
- Landing-page updates
- Ecommerce content updates

“Unlimited small edits” means reasonable text, image, product, or content changes within the existing design and functionality. It does not include complete redesigns, new websites, major new pages, custom applications, extensive data entry, new integrations, or new functionality.

Yearly care-plan pricing reflects two months free compared with the equivalent monthly price.

## 15. Website Subscription Term

The Website Subscription has a minimum initial term of 12 months.

The subscription begins on the date production starts, not the date the website is launched.

Subscription fees are charged monthly in advance.

By beginning a Website Subscription, the Client commits to paying all 12 monthly payments.

If the Client attempts to cancel during the initial 12-month term, the remaining payments for the full initial term become due.

After the initial 12-month term, the Website Subscription automatically renews month to month unless a proposal states otherwise.

After the initial term, the Client may cancel by providing at least seven days' written notice before the next billing date.

Cancellation received less than seven days before a billing date may take effect at the end of the following monthly billing period.

## 16. Website Subscription Ownership

Websites supplied through the €99 Website Subscription remain owned by ARVERO DIGITAL unless the Client completes an agreed buyout.

The subscription grants the Client a limited, non-exclusive right to use the website while the subscription remains active and fully paid.

A Website Subscription Client does not receive:

- Ownership of the website
- Website source files
- Editable design files
- Reusable code or internal tools
- Transfer rights
- A licence to reproduce the website elsewhere

The Client continues to own its own logos, trademarks, text, photographs, product information, and other materials it supplied.

## 17. Website Subscription Buyout

A Website Subscription Client may request to purchase the website.

Unless otherwise agreed in writing, the standard buyout price is €1,890, equal to the standard Business Website fee.

The buyout is subject to:

- Payment of all subscription amounts currently due
- Payment of the buyout price
- Payment of separately approved additional work or premium third-party costs
- Compliance with these Terms

After full payment, ownership will transfer in accordance with the intellectual-property provisions for one-time projects.

Third-party software, licences, hosted services, premium plugins, stock assets, fonts, platforms, and other external materials remain subject to their own licence terms and may not be transferable.

## 18. Suspension and Removal of Subscription Websites

We may suspend a Website Subscription where:

- A payment is overdue
- The Client breaches these Terms

- The website is used unlawfully
- The website creates a security, technical, reputational, or legal risk
- A third-party provider requires suspension
- The Client fails to provide information reasonably required for compliance or maintenance

Following cancellation or termination, we may remove the website from our hosting.

Unless the Client completes a buyout, the Client will not receive the website files following cancellation or termination.

We may retain backups temporarily for technical, legal, accounting, or security purposes, but we are not required to provide those backups to the Client.

## 19. Care-Plan Billing and Cancellation

Monthly care plans are billed monthly in advance.

Yearly care plans are:

- Paid fully in advance
- Non-refundable after commencement, subject to mandatory consumer rights
- Active until the end of the paid yearly billing period

Care plans renew automatically unless cancelled in accordance with the applicable proposal or billing arrangement.

Cancellation of a yearly care plan takes effect at the end of the current paid billing period.

Cancelling a care plan does not entitle the Client to a refund for unused time.

After a care plan ends:

- Hosting may end if hosting formed part of that plan
- Ongoing updates, backups, monitoring, and support stop
- The Client becomes responsible for arranging replacement hosting and maintenance
- Ongoing third-party charges become the Client's responsibility
- We are not responsible for issues arising after service termination

## 20. Hosting

Where hosting is included in a subscription or care plan, hosting remains available only while the applicable service is active and fully paid.

We do not guarantee uninterrupted or error-free hosting.

Hosting may be affected by:

- Scheduled maintenance
- Security incidents
- Internet failures
- Data-centre failures
- Provider outages
- Software incompatibilities
- Malicious activity
- Events beyond our reasonable control

We may take reasonable emergency action to protect a website, server, user, or system, including temporarily disabling functionality or access.

The Client must not use hosting for unlawful, abusive, infringing, deceptive, malicious, or excessively resource-intensive activity.

## 21. Domains

Where domain registration or management is included, we may register, renew, configure, or manage a domain on the Client's behalf.

Domain availability cannot be guaranteed until registration is completed.

Domain registrations are subject to the relevant registry and registrar rules.

The Client is responsible for:

- Providing accurate registration information
- Responding to verification requests
- Ensuring lawful use of the domain
- Paying renewal charges where not covered by an active plan
- Requesting transfer before applicable deadlines

We are not responsible for a lost domain caused by inaccurate Client information, an expired Client-funded renewal, registry action, Client delay, third-party failure, or unlawful use.

## 22. Third-Party Services

Projects may use third-party products or services, including:

- Hosting providers
- Domain registrars

- Shopify
- WooCommerce
- Payment processors
- Analytics platforms
- Email providers
- Content-management systems
- Plugins and extensions
- Stock-content providers
- Font providers
- Calendar and booking services
- Customer-relationship-management systems
- Artificial intelligence providers
- Search, automation, security, and integration services

Standard third-party services are included only while the Client maintains an eligible ARVERO DIGITAL subscription or care plan.

Clients without an active eligible plan are responsible for paying all ongoing third-party costs directly.

Usage-based fees, premium licences, unusually expensive services, paid data sources, high-volume services, and services outside the standard package require separate written approval.

Third-party services are governed by their providers' own terms, policies, pricing, licences, restrictions, and availability.

We are not responsible for:

- Third-party outages
- Service discontinuation
- Price increases
- Feature changes
- Account suspensions
- Security incidents outside our control
- API changes
- Provider policy changes
- Compatibility changes
- Data loss caused by a provider
- A provider refusing or limiting service

Where a third-party change affects the project, additional work needed to replace or reconfigure that service may be charged separately.

## **23. Artificial Intelligence Integrations**

We may integrate third-party artificial intelligence, machine-learning, automation, chatbot, voice, search, content-generation, recommendation, or related services into a Client website.

AI integrations are dependent on third-party providers and may be subject to usage limits, separate fees, geographic restrictions, model changes, content restrictions, and provider terms.

The Client acknowledges that AI-generated output may:

- Be inaccurate
- Be incomplete
- Be outdated
- Contain unsuitable or misleading content
- Misinterpret a request
- Produce different results for similar requests
- Require human review

AI output must not be relied upon as legal, medical, financial, tax, safety, compliance, or other regulated professional advice.

The Client is responsible for reviewing AI output before relying on, publishing, sending, or acting upon it.

The Client must not knowingly submit through an AI integration:

- Unlawfully obtained data
- Sensitive personal data unless expressly agreed and lawfully configured
- Confidential information the Client is not authorised to disclose
- Infringing content
- Illegal instructions or material
- Data prohibited by the relevant provider

The Client is responsible for providing legally required disclosures, notices, terms, and consents to its own users concerning the AI integration.

AI subscription and usage fees are included only where expressly stated in a proposal, subscription, or care plan.

We are not responsible for losses caused by inaccurate AI output, provider downtime, model changes, provider restrictions, or Client use of AI output without appropriate review, except where liability cannot legally be excluded.

## **24. Search Engine Optimisation**

Any SEO service is intended to improve the technical presentation, content structure, accessibility, indexing, or discoverability of a website.

We do not guarantee:

- A specific search-engine position
- First-page rankings
- A specific level of traffic
- Leads, sales, or revenue
- Permanent ranking improvements
- Indexing of every page
- Continued results after search-engine changes

Search engines control their own ranking systems and may change them without notice.

SEO results depend on many factors outside our control, including competition, market conditions, website history, content quality, Client actions, third-party websites, and algorithm changes.

## **25. Copywriting and Branding**

Copywriting and branding Deliverables are based on information supplied by the Client and the agreed brief.

The Client is responsible for checking factual statements, pricing, claims, product descriptions, legal disclosures, and regulated-industry content before approval.

Unless trademark-search or legal-clearance services are expressly included, we do not guarantee that a proposed business name, brand name, slogan, logo, or design is available for registration or free from third-party rights.

The Client should obtain independent legal advice before adopting or registering a brand where appropriate.

## **26. Ownership of One-Time Projects**

For Business Websites, Ecommerce Websites, and other projects purchased through a full one-time project fee, ownership of the final custom Deliverables transfers to the Client after all amounts are paid in full.

The transfer applies only to final Deliverables created specifically for the Client and identified as part of the project.

We retain ownership of:

- Pre-existing code
- Reusable components

- Frameworks
- Libraries
- Templates
- Methods
- Processes
- Internal tools
- Know-how
- Unused concepts
- Rejected designs
- Drafts not selected as final Deliverables

To the extent our retained materials are embedded in a paid final Deliverable, we grant the Client a non-exclusive, perpetual licence to use those embedded materials as part of the final Deliverable.

Third-party materials remain subject to their own licences.

## **27. Source Files and Handover**

A Client who has fully paid for a one-time project may request available source files if the Client decides to stop working with ARVERO DIGITAL.

Source-file handover is subject to:

- Full payment of all invoices
- Completion of any required account transfers
- Third-party licence restrictions
- Removal of our confidential internal materials
- Reasonable technical preparation

Source files do not include third-party software or assets that cannot legally be transferred.

Website Subscription Clients do not receive source files unless they complete the buyout process.

We are not required to provide internal notes, development environments, proprietary tools, rejected concepts, or materials not forming part of the final Deliverables.

## **28. Portfolio Use**

We will not publicly display or identify the Client's completed project in our portfolio, case studies, social media, advertising, awards submissions, or promotional materials without the Client's permission.

Permission may be provided by email or another written communication.

The Client may withdraw permission for future use. Withdrawal does not require us to recall or destroy materials already lawfully printed, published, submitted, or distributed before withdrawal.

## 29. Support and Post-Launch Issues

Unless the Client maintains an active care plan or Website Subscription, ongoing support after written project acceptance is not included.

We do not provide a separate post-launch warranty period under these Terms, except for rights and remedies that cannot legally be excluded.

Clients with an active Website Subscription or eligible care plan may receive issue resolution according to the scope of that plan.

Included issue resolution generally covers faults within the existing agreed website and does not include:

- New features
- Redesigns
- New pages
- New integrations
- Damage caused by the Client
- Changes made by another provider
- Unsupported third-party software
- Provider outages
- Malware introduced through Client-controlled access
- Problems caused by unpaid or expired third-party services
- Work outside the active plan

## 30. Project Cancellation

Either party may terminate an ongoing service agreement by giving 30 days' written notice, except where a minimum subscription commitment or different written term applies.

For a one-time project cancelled by the Client after work has begun:

- The 50% deposit remains non-refundable
- The unpaid final 50% project balance will not ordinarily be charged
- Approved third-party costs, separately completed milestones, or other amounts already invoiced remain payable
- No Deliverable, source file, ownership right, or incomplete work must be transferred unless agreed in writing

- Consumer withdrawal rights remain unaffected where applicable

Cancellation does not require us to transfer unfinished work.

The Website Subscription remains subject to its full 12-month minimum payment commitment.

## 31. Termination for Breach

Either party may terminate a project or ongoing service if the other party materially breaches these Terms and does not correct the breach within 14 days after receiving written notice.

We may suspend or terminate immediately where reasonably necessary because of:

- Illegal activity
- Fraud
- Serious security risks
- Abusive or threatening conduct
- Intellectual-property infringement
- Repeated non-payment
- Use that could cause harm to us, a provider, a system, or another person

On termination:

- Outstanding payment obligations remain due
- Accrued rights remain enforceable
- Licences dependent on an active subscription end
- Subscription websites may be removed
- Confidentiality, intellectual property, liability, payment, dispute, and other provisions intended to survive will continue

## 32. Consumer Right of Withdrawal

This section applies where the Client is a consumer and enters into a distance or off-premises service contract to which a statutory withdrawal right applies.

A consumer may generally have the right to withdraw from an eligible service contract within 14 days after the contract is concluded, without giving a reason.

By expressly requesting that work begin during the 14-day withdrawal period, the consumer:

- Requests immediate commencement of the Services
- Acknowledges that payment may be due for Services proportionately performed before withdrawal

- Acknowledges that the withdrawal right may be lost once the Services have been fully performed, where the legally required consent and acknowledgement have been provided

A consumer wishing to withdraw must send a clear written statement to [matthew@arverodigital.com](mailto:matthew@arverodigital.com).

Where withdrawal is valid:

- We will process any legally required reimbursement
- We may deduct or charge the proportionate value of Services already supplied where permitted by law
- Approved and non-recoverable third-party costs may be treated according to applicable law
- Mandatory consumer rights take priority over conflicting provisions of these Terms

The Client should not instruct us to begin immediate production during the withdrawal period unless the Client accepts these consequences.

## 33. Consumer Fairness

Nothing in these Terms excludes, restricts, or limits a consumer right or remedy that cannot legally be excluded.

Any provision that applies differently because the Client is a consumer will be interpreted subject to applicable consumer-protection law.

Where a fixed-term subscription is offered to a consumer, the minimum term, total payment commitment, renewal arrangement, cancellation conditions, and main service characteristics must be clearly presented before the order is completed.

## 34. Confidentiality

Each party must protect confidential information received from the other party.

Confidential information includes non-public business, technical, commercial, financial, strategic, customer, security, product, and project information.

Each party agrees to:

- Use confidential information only for the project or service
- Apply reasonable security measures
- Limit access to persons who reasonably need the information
- Not disclose the information without permission, except where legally required

These obligations do not apply to information that:

- Is publicly available without breach
- Was already lawfully known to the receiving party
- Is independently developed without use of the confidential information
- Is lawfully received from another source without restriction
- Must be disclosed by law, regulation, or court order

Confidentiality obligations continue for five years after termination.

Trade secrets remain protected for as long as they remain trade secrets or confidential under applicable law.

## 35. Data Protection and Privacy

Personal information is processed in accordance with our Privacy Policy:

<https://www.arverodigital.com/privacy-policy>

Each party must comply with applicable data-protection requirements relevant to its own activities.

The Client is responsible for ensuring that its website has appropriate privacy notices, cookie information, consent mechanisms, and disclosures for the Client's own processing activities.

Where we process personal information on the Client's behalf, additional data-processing terms may be required.

The Client must not provide personal information that is unnecessary, unlawfully obtained, or outside the agreed scope.

## 36. Security

We use reasonable technical and organisational measures appropriate to the Services we provide.

No website, hosting platform, internet transmission, software system, backup, or security measure can be guaranteed to be completely secure or uninterrupted.

The Client must:

- Use secure passwords
- Enable multi-factor authentication where available
- Restrict account access
- Promptly report suspected compromise
- Keep Client-controlled systems and devices secure
- Avoid sharing credentials through insecure channels

We are not responsible for security incidents caused by Client negligence, compromised Client accounts, third-party providers, unsupported software, or events outside our reasonable control.

## 37. Service Standards and Disclaimers

We will perform the Services with reasonable skill and care.

Unless expressly stated in writing, we do not guarantee that:

- A website will be completely error-free
- Every device or browser version will be supported
- A service will operate without interruption
- Third-party software will remain compatible
- A project will produce a particular commercial result
- The Client will obtain a particular volume of sales, enquiries, traffic, rankings, or revenue
- A website will remain compliant after the Client or another provider changes it
- AI output will be accurate
- External platforms will remain available

Any estimated completion date depends on timely Client cooperation and third-party availability.

## 38. Limitation of Liability

Nothing in these Terms excludes or limits liability for:

- Fraud or fraudulent misrepresentation
- Death or personal injury caused by negligence
- Wilful misconduct
- Any liability that cannot legally be excluded or limited

Subject to the above, for a one-time project, our maximum aggregate liability arising from that project will not exceed the total fees paid by the Client for the affected project.

For a recurring service, our maximum aggregate liability will not exceed the fees paid for the affected recurring service during the 12 months immediately preceding the event giving rise to the claim.

To the fullest extent permitted by law, we are not liable for indirect, incidental, special, punitive, or consequential loss, including:

- Lost profits
- Lost revenue
- Lost business
- Lost opportunities

- Loss of goodwill
- Loss of anticipated savings
- Loss caused by business interruption
- Loss of data where the Client failed to maintain required copies
- Loss caused by a third-party platform
- Loss caused by AI output used without appropriate review

These limitations apply only to the extent permitted by applicable law and do not restrict mandatory consumer remedies.

## 39. Client Indemnity

To the extent permitted by law, the Client will be responsible for claims, losses, liabilities, and reasonable costs arising from:

- Materials supplied by the Client
- The Client's infringement of third-party rights
- The Client's unlawful use of a website or Deliverable
- Misleading or unlawful content approved or supplied by the Client
- The Client's products, services, business practices, or customer relationships
- The Client's failure to obtain required permissions, notices, or consents
- The Client's misuse of an AI integration

This provision does not make the Client responsible for loss caused by our own fraud, negligence, wilful misconduct, or breach of these Terms.

## 40. Independent Relationship

ARVERO DIGITAL provides the Services as an independent service provider.

Nothing in these Terms creates an employment, agency, franchise, joint-venture, fiduciary, or formal partnership relationship between ARVERO DIGITAL and the Client.

Neither party may bind the other party without written authority.

## 41. Force Majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, except that payment obligations already due remain payable.

Such events may include:

- Natural disasters
- Fire or flood
- War
- Terrorism
- Civil disorder
- Epidemics or pandemics
- Government action
- Labour disruption
- Utility failure
- Internet or telecommunications failure
- Cyberattacks
- Hosting-provider failure
- Third-party platform failure

The affected party must take reasonable steps to reduce the impact and resume performance when reasonably possible.

## 42. Changes to Services and Pricing

We may change future service descriptions, package features, prices, providers, or availability.

A change will not alter a confirmed one-time project price unless:

- The Client requests a scope change
- The assumptions used for the quotation were materially inaccurate
- An unavoidable third-party cost changes
- Both parties agree in writing

Recurring service prices may be changed by giving reasonable prior written notice.

If the Client does not accept a recurring price change, the Client may cancel at the end of the applicable minimum or paid billing period, subject to outstanding commitments.

## 43. Changes to These Terms

We may revise these Terms from time to time.

Changes apply prospectively from the stated effective date.

Material changes affecting an active recurring service will be communicated through the website, email, account notification, invoice, or another reasonable method.

Changes do not remove accrued rights or alter a signed fixed project scope without agreement.

## 44. Notices

Notices under these Terms must be in writing.

Notices to ARVERO DIGITAL should be sent to:

[matthew@arverodigital.com](mailto:matthew@arverodigital.com)

Notices to the Client may be sent to the email address used for the enquiry, proposal, invoice, subscription, or account.

An email is treated as received when it is delivered without an automated failure notice, subject to evidence to the contrary.

## 45. Complaints and Negotiation

A party raising a dispute must first provide written notice describing:

- The issue
- The relevant project or service
- The requested resolution
- Supporting information reasonably available

The parties will attempt in good faith to resolve the dispute through written negotiation for 30 days after the notice is received.

Nothing in this section prevents either party from seeking urgent interim relief where reasonably necessary.

Consumers retain access to any mandatory complaint, alternative-dispute-resolution, or court procedure available under applicable law.

## 46. Governing Law and Courts

These Terms are governed by the laws of the Republic of Cyprus.

For Clients acting in the course of business, the courts of Limassol, Cyprus will have exclusive jurisdiction over disputes arising from these Terms or the Services.

For consumers, this clause applies subject to mandatory consumer-protection and jurisdiction rules. A consumer may have the right to bring proceedings in another court made available by applicable law.

## 47. Assignment

The Client may not assign or transfer a project, subscription, licence, or these Terms without our prior written consent.

We may assign these Terms as part of a future registration, incorporation, restructuring, sale, transfer, or reorganisation of ARVERO DIGITAL, provided that doing so does not materially reduce the Client's rights.

## 48. Entire Agreement

These Terms, together with the applicable proposal, quotation, statement of work, invoice, subscription selection, and written amendments, form the entire agreement concerning the Services.

They replace earlier discussions, proposals, statements, or representations concerning the same subject, except for fraudulent misrepresentations or terms expressly preserved in writing.

## 49. Waiver

A failure or delay in enforcing a right does not waive that right.

A waiver is effective only if made in writing and applies only to the specific matter for which it was given.

## 50. Severability

If any provision is held invalid, unlawful, or unenforceable, that provision will be interpreted or reduced to the minimum extent necessary.

The remaining provisions will continue in effect.

## 51. Survival

Provisions concerning payment, ownership, licences, confidentiality, privacy, liability, disputes, indemnity, and any other provision intended by its nature to continue will survive completion or termination.

## 52. Questions

Questions about these Terms may be sent to:

[matthew@arverodigital.com](mailto:matthew@arverodigital.com)