

Service Agreement

ClearListed LLC — Local Visibility & GEO Services

This Agreement is entered into between **ClearListed LLC**, a Wyoming Limited Liability Company located at 30 North Gould Street, Sheridan, WY 82801, USA (the “**Provider**”), and the undersigned client (the “**Client**”), effective on the date signed below.

1. Scope of Services

Provider will perform local search and AI-visibility (GEO) optimization for Client's business, based on the priorities identified in the initial DigitalCHECK report. Work is delivered in monthly cycles, each focused on a defined set of high-impact tasks taken from that report.

Typical activities include: Google Business Profile optimization, Bing Places and Foursquare listings, review strategy, on-listing content, citation cleanup, and AI-visibility tracking across ChatGPT, Perplexity, and Google AI. Specific tasks for each month are agreed in the monthly review call.

Website changes (content edits, schema markup, on-page SEO) are only performed if the Client grants the necessary access. Without access, Provider focuses on external listings and profile optimization.

2. The Way We Work — Pay Only If You're Satisfied

Provider's billing model is intentionally different from typical agency contracts:

- **Provider works first, Client decides afterwards.** Each month, Provider performs the agreed work and documents it in a Plan-vs-Delivered report. At month-end, Provider and Client meet for a review call. Client then decides whether the work delivered that month justifies payment.
- **Each month is its own decision — including the first.** If Client is satisfied with the month's work, the month's fee is invoiced and the engagement continues. If Client is not satisfied, no invoice is issued for that month and the engagement ends.
- **No advance payments, no setup fees, no long-term commitment.** Client never pays before work is delivered and reviewed. Each month stands entirely on its own — paying for one month does not commit Client to the next, and being satisfied one month does not bind Client if a later month falls short.
- **Provider accepts the risk.** If Client decides the work was not worth the fee — for any reason — Client owes nothing for that month and Provider has worked without compensation. This is a deliberate choice on Provider's part and Provider's accepted risk.

3. How This Works in Practice — An Example

Because this billing model is unusual, here is a concrete example of how it plays out:

Month 1: Provider performs the agreed work and delivers a Plan-vs-Delivered report. Client and Provider meet for the review call. Client is satisfied with the work. *Provider invoices USD*

750 for month 1. Client pays. Engagement continues into month 2.

Month 2: Provider performs the next set of tasks and delivers the month-2 report. Client reviews the work and decides it does not meet expectations. *No invoice is issued for month 2. The engagement ends. Client owes nothing for month 2.*

Being satisfied in month 1 does not obligate Client to pay for month 2. Each month stands on its own. Work that has already been delivered and paid for in earlier months remains live — Provider does not roll back improvements made to listings, profiles, or content.

4. Fees & Billing

Monthly fee: USD 750 per month, invoiced at month-end for any month in which Client confirms satisfaction with the delivered work.

Invoicing: Invoices are issued at the end of each month following the review call, only for months Client has approved. Payment is due within 14 days of invoice date.

Payment method: Credit card via Stripe. Payment link is included with each invoice.

Late payment: If an invoice remains unpaid for more than 14 days past due, Provider may pause services until payment is received.

5. Client Responsibilities

To enable effective work, Client agrees to:

- Grant Provider Manager-level access to the Google Business Profile, Bing Places, and other relevant listing platforms.
- Respond to Provider's questions and access requests within a reasonable time (typically within 5 business days).
- Attend the monthly review call (approximately 30 minutes) within 14 days of month-end.
- Provide accurate business information (services offered, hours, service area, photos when requested).

6. Monthly Review & Auto-Pause

The monthly review call is the decision point for continuing. If Provider and Client do not connect for the review within 14 days of month-end — for any reason — the engagement automatically pauses. No further work is performed and no invoice is issued for any subsequent period until Client and Provider agree to resume.

Client may restart at any time by contacting Provider. Work already completed and live (e.g., optimized listings) remains in place; Provider does not roll back delivered improvements.

7. Termination

Either party may end this Agreement at any time by giving written notice (email is sufficient). No notice period is required. Client owes no fee for any month they have not

confirmed for continuation.

Upon termination, Provider will return or transfer access to any Client-owned assets and accounts. All work delivered and accepted before termination remains the Client's property.

8. Confidentiality & Ownership

Provider will treat all Client business information shared during the engagement as confidential and will not disclose it to third parties, except where required to perform the services (e.g., creating listings on public platforms).

Content created for Client (listing descriptions, business profiles, written copy) becomes Client's property upon delivery. Even if Client decides not to pay for a given month and the engagement ends, work already published to live platforms (Google Business Profile, Bing Places, Foursquare, etc.) remains in place — Provider does not roll back delivered improvements.

9. No Guarantees

Provider commits to professional, documented work based on current best practices for local search and AI-visibility optimization. Provider does not guarantee specific rankings, traffic, leads, or revenue, as these depend on factors outside Provider's control (search engine algorithms, market conditions, competitor activity, Client's own service quality).

10. Limitation of Liability

Provider's total liability under this Agreement is limited to the fees actually paid by Client in the three months preceding any claim. Neither party is liable for indirect, consequential, or incidental damages.

11. Governing Law

This Agreement is governed by the laws of the State of Wyoming, USA. Any dispute that cannot be resolved between the parties will be handled in the courts of Sheridan County, Wyoming.

12. Entire Agreement

This document represents the complete agreement between Provider and Client. Any changes must be made in writing and signed (or confirmed by email) by both parties.

Signatures

Provider — ClearListed LLC

Client

Name: _____

Title: _____

Date: _____

Name: _____

Business: _____

Date: _____

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