

# **CLICK WISE DESIGN**

## **LOCAL SERVICES ADS (LSA) MANAGEMENT**

### **TERMS OF SERVICE**

*Effective Date: May 8, 2026*

**PLEASE READ THESE LSA MANAGEMENT TERMS OF SERVICE CAREFULLY BEFORE USING CLICK WISE DESIGN'S LSA MANAGEMENT SERVICES. BY SIGNING OR SUBMITTING ANY ORDER FORM THAT REFERENCES THESE TERMS, BY SUBMITTING PAYMENT, OR BY OTHERWISE ACCESSING OR USING OUR LSA MANAGEMENT SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND BY THE CLICK WISE DESIGN GENERAL TERMS OF SERVICE. IF YOU DO NOT AGREE, DO NOT USE OUR LSA MANAGEMENT SERVICES.**

## **1. Relationship to the General Terms**

These Local Services Ads Management Terms of Service (the “LSA Terms”) are a Product ToS that supplements and incorporates the Click Wise Design General Terms of Service (the “General Terms”), available at [clickwisedesign.com](http://clickwisedesign.com). Capitalized terms not defined here have the meanings given to them in the General Terms. In the event of a conflict between these LSA Terms and the General Terms, these LSA Terms control solely with respect to the LSA Management Services. The Client’s Order Form for LSA Management Services controls over both.

By accepting these LSA Terms, the Client confirms that it has read, understood, and agreed to the General Terms in addition to these LSA Terms.

## **2. The LSA Management Services**

### **2.1 Scope of Services**

Click Wise Design will provide management services for the Client’s Google Local Services Ads (“LSA”) account, which may include:

- Category and job type selection and management;
- Budget monitoring and bid adjustments;
- Linking and coordination with the Client’s Google Business Profile (“GBP”);
- Ongoing ad optimization and account guidance;
- Lead dispute support (where reasonably available through Google’s LSA platform); and
- Such other LSA-related management services as Click Wise Design determines, in its reasonable discretion, are appropriate to support the Client’s LSA account (collectively, the “LSA Management Services”).

The LSA Management Services are management and advisory services only. Click Wise Design does not control Google’s platforms, the LSA auction, lead generation outcomes, ad approval decisions, or any other Google-controlled function.

## **2.2 What Is NOT Included**

The LSA Management Services do not include:

- Payment of advertising spend to Google. Ad spend is paid directly by the Client to Google and is separate from the management fee under these LSA Terms;
- Lead handling, calling back leads, or responding to customer inquiries generated by the LSA account;
- Background checks, license verification, insurance verification, or any portion of the Google Guarantee or Google Screened qualification process, all of which are the Client's responsibility;
- Creation, defense, or appeal of suspended or restricted Google accounts beyond reasonable assistance through Google's standard support channels;
- Website design, hosting, content marketing, search engine optimization, or any other service governed by a separate Click Wise Design Product ToS; or
- Tax, legal, accounting, or insurance advice.

## **2.3 Modification of the Services**

Click Wise Design may update, modify, enhance, or discontinue features of the LSA Management Services at any time, including in response to changes Google makes to the LSA platform, Google Business Profile, or related products. We will use reasonable efforts to provide notice of material changes.

## **3. Account Ownership, Access, and Data**

### **3.1 Client Ownership of Accounts**

The Client is and remains the sole owner of the Client's Google LSA account, Google Business Profile, Google Ads account, Google account, business listing, ad spend balance, performance data, lead data, and any associated assets (collectively, the "Client Accounts"). Nothing in these LSA Terms transfers any ownership of the Client Accounts to Click Wise Design. Click Wise Design is granted limited access to the Client Accounts solely for the purpose of providing the LSA Management Services.

### **3.2 Access to Accounts**

The Client shall promptly provide Click Wise Design with the access required to perform the LSA Management Services, including manager-level or admin access to the Google LSA account, Google Business Profile, and any related Google accounts. The Client shall not revoke, restrict, or interfere with Click Wise Design's access during the term of the Services. If access is revoked or restricted, Click Wise Design may suspend the LSA Management Services without liability and without relieving the Client of payment obligations.

### **3.3 Account Removal Upon Termination**

Upon termination of the LSA Management Services for any reason, Click Wise Design will remove its access from the Client Accounts within a reasonable time. The Client is responsible

for granting itself or any successor manager appropriate access. Click Wise Design has no obligation to retain or transfer Client Account data following termination.

## 4. Fees and Billing

### 4.1 Monthly Management Fee

Unless otherwise specified in the Client's Order Form, the monthly management fee for the LSA Management Services is four hundred U.S. dollars (\$400.00) per month. This fee covers the LSA Management Services described in Section 2.1, including initial optimization at no additional charge, and does not include the setup fee, ad spend, or optional add-ons, which are billed separately.

### 4.2 Setup Fee

A one-time setup fee of four hundred U.S. dollars (\$400.00) is due at signup, in addition to the first monthly management fee. The setup fee covers initial account configuration, GBP linking, category and job type setup, and initial bid and budget structure. The setup fee is non-refundable once Click Wise Design has commenced setup work.

### 4.3 Initial Optimization

Initial optimization of the Client's LSA account is included in the monthly management fee at no additional charge. Initial optimization is provided as part of the first one to two months of Services and includes structural adjustments, category refinement, and bid recalibration based on early performance data.

### 4.4 Ad Spend Is Separate

**Ad spend is paid directly by the Client to Google and is not invoiced or collected by Click Wise Design.** Click Wise Design does not control, advance, or guarantee any portion of ad spend. The Client is solely responsible for funding the LSA account, maintaining a valid billing method on the LSA account, and paying all amounts owed to Google. Click Wise Design has no liability for any failure of the Client to fund or maintain the LSA account, including any resulting suspension or pause of ads. Click Wise Design may make budget recommendations, but the final budget is set by the Client.

### 4.5 Billing and Payment

All management fees are billed monthly in advance. By entering into this Agreement, the Client authorizes Click Wise Design to charge the Client's designated payment method on a recurring monthly basis for the management fee, and to charge the setup fee at signup. The Client further authorizes Click Wise Design to retry failed or declined charges and to charge any updated payment method on file (including replacement cards issued by the Client's bank or card network) until payment is successfully collected. The Client shall pay each invoice within five (5) days of receipt. All payments are non-refundable except as required by applicable law.

### 4.6 Late Payments and Suspension

If a payment is not received by the due date, Click Wise Design may, without prior notice, suspend the LSA Management Services until the account is brought current. Suspension does

not relieve the Client of payment obligations. Overdue amounts may accrue interest at the maximum rate permitted by applicable law, and the Client agrees to reimburse Click Wise Design for all reasonable costs of collection, including attorneys' fees.

#### **4.7 Price Changes**

Click Wise Design reserves the right to change the monthly management fee with at least fourteen (14) days' advance notice provided via email. The new fee will apply to the Client's next billing cycle following the notice period. If the Client does not wish to continue at the new price, the Client may cancel under Section 5.2 before the new price takes effect.

#### **4.8 Taxes**

All fees are exclusive of applicable taxes, levies, or duties. The Client is solely responsible for paying any and all taxes associated with the LSA Management Services. If Click Wise Design determines that sales tax or other transaction taxes apply, Click Wise Design may add such taxes to the Client's invoice and charge them to the Client's payment method on file in addition to the stated fee, and the Client authorizes such charges.

#### **4.9 No Chargebacks**

The Client agrees not to initiate a chargeback, reversal, or payment dispute with the Client's credit card issuer or payment processor for any amounts charged under these LSA Terms. Any disputes shall be handled exclusively under the dispute resolution provisions in the General Terms. Initiating a chargeback in violation of this Section is a material breach and entitles Click Wise Design to immediately suspend Services and pursue collection of the disputed amount and all related fees and costs, including reasonable attorneys' fees.

### **5. Term and Cancellation**

#### **5.1 Term**

The LSA Management Services begin on the Effective Date set forth in the Client's Order Form and continue on a month-to-month basis. There is no minimum term, no annual commitment, and no early termination fee. The subscription automatically renews each month at the then-current rate until canceled.

#### **5.2 Cancellation by the Client**

The Client may cancel the LSA Management Services at any time by providing written notice to Click Wise Design at [admin@clickwisedesign.com](mailto:admin@clickwisedesign.com). Cancellation takes effect at the end of the Client's current paid month. The Client will continue to receive the LSA Management Services through the end of the month already paid for, and will not be billed for the following month. The Client is not entitled to a refund or credit for any unused portion of the current paid month. The setup fee is non-refundable regardless of when cancellation occurs.

#### **5.3 Termination by Click Wise Design**

Click Wise Design may suspend or terminate the LSA Management Services in accordance with Section 5 of the General Terms, and additionally may terminate without prior notice if:

- The Client fails to grant or revokes required access to the LSA account, GBP, or related Google accounts;
- The Client's LSA account, GBP, or Google account is suspended, restricted, or terminated by Google for reasons within the Client's control or attributable to the Client's business practices;
- The Client fails to maintain a valid Google Guarantee, Google Screened, or other qualification required to run LSAs in the Client's category, where applicable;
- The Client fails to maintain accurate business information, license information, or insurance information required by Google; or
- Click Wise Design reasonably determines that continuing the LSA Management Services would expose Click Wise Design to risk under Google's policies, applicable law, or industry guidelines.

#### **5.4 Effect of Termination**

Upon termination, the Client's right to receive the LSA Management Services immediately ceases. Click Wise Design will remove its access from the Client Accounts within a reasonable time. Any unpaid amounts owed for Services already provided remain due. The Client retains its Client Accounts and is solely responsible for managing them following termination.

### **6. Client Responsibilities**

The Client agrees to:

- Maintain accurate, current, and complete business information in its LSA account, GBP, and any related Google account, including business name, address, phone number, license numbers, and insurance information;
- Provide and maintain timely access to all Google accounts required for Click Wise Design to perform the LSA Management Services;
- Promptly answer leads, return calls, respond to messages, and complete jobs generated through the LSA platform in a timely and professional manner;
- Maintain a valid Google Guarantee or Google Screened badge where required by Google for the Client's service category, including completing and renewing background checks, license verifications, and insurance verifications as required by Google;
- Maintain compliance with all Google policies applicable to the LSA platform and the GBP, including category eligibility requirements, advertising policies, and review policies;
- Maintain a valid payment method on the Client's LSA account and ensure that ad spend is funded as needed to keep ads running;
- Promptly respond to Google reviews and disputed leads in accordance with Google's requirements; and
- Comply with all applicable federal, state, and local laws and regulations governing the Client's business, including licensing, insurance, advertising, and consumer protection laws.

Failure to fulfill these responsibilities may impair the performance of the LSA Management Services. Click Wise Design has no liability for any reduction in performance, account

suspension, lead loss, or other adverse outcome resulting from the Client's failure to meet its responsibilities under this Section.

## **7. Google Platform Disclaimers**

### **7.1 Google Controls Its Platforms**

The LSA platform, Google Business Profile, Google Search, Google Maps, the Google Guarantee program, and the Google Screened program are owned, operated, and controlled exclusively by Google LLC and its affiliates. Click Wise Design is not affiliated with, endorsed by, or acting as an agent of Google. Click Wise Design has no control over Google's platforms, policies, algorithms, ranking, lead matching, lead pricing, ad approval decisions, account verification, account suspensions, badge status, dispute outcomes, or any other Google-controlled function.

### **7.2 No Performance Guarantee**

Click Wise Design makes no representation, warranty, or guarantee regarding any of the following, all of which are influenced by factors outside Click Wise Design's control (including competition, market conditions, the Client's business reputation, the Client's license and insurance status, Google's policies, Google's algorithms, Google's pricing, and Google's lead-matching decisions):

- Lead volume, lead quality, or lead frequency;
- Cost per lead, cost per call, or cost per acquisition;
- LSA ranking, GBP ranking, search visibility, or impression share;
- Conversion rates, booking rates, close rates, or revenue;
- Return on investment or return on ad spend;
- Continued availability of the LSA platform, GBP, the Google Guarantee, the Google Screened program, or any other Google product or feature;
- Approval, eligibility, or maintenance of any Google badge or qualification;
- Outcomes of disputed leads or refund requests submitted to Google;
- Any specific result, business outcome, or marketing outcome of any kind.

THE LSA MANAGEMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL DISCLAIMERS IN SECTION 8 OF THE GENERAL TERMS APPLY IN FULL TO THE LSA MANAGEMENT SERVICES.

### **7.3 Google Account Suspensions, Restrictions, and Policy Changes**

Google may, at any time and for any reason, suspend, restrict, terminate, modify, or pause the Client's LSA account, GBP, Google Ads account, Google Guarantee badge, Google Screened qualification, or any related product or feature. Google may also change its policies, fees, lead pricing, eligible categories, ranking algorithms, or program rules without notice. Click Wise Design has no control over and no liability for any such Google action, and the Client's payment obligations to Click Wise Design are not affected by any such Google action.

## **7.4 No Legal, Tax, or Insurance Advice**

Click Wise Design does not provide legal, tax, insurance, or licensing advice. The Client is solely responsible for understanding and complying with all licensing, insurance, advertising, and regulatory requirements applicable to its business and to the LSA program.

## **8. Disclaimers, Liability, and Indemnification**

### **8.1 Disclaimers**

THE LSA MANAGEMENT SERVICES AND ALL RELATED DELIVERABLES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF DEALING. CLICK WISE DESIGN DOES NOT WARRANT THAT:

- The LSA Management Services will meet the Client’s specific requirements, business goals, or revenue expectations;
- The LSA Management Services will be uninterrupted, timely, secure, or error-free;
- The LSA Management Services will produce any particular lead volume, lead quality, cost per lead, ranking, conversion rate, return on investment, or business result;
- Any errors or defects in the LSA Management Services will be corrected;
- Google will continue to operate the LSA platform, GBP, the Google Guarantee, the Google Screened program, or any related product or feature; or
- The Client will receive, maintain, or retain any Google badge, qualification, ranking position, or program eligibility.

THE CLIENT FURTHER ACKNOWLEDGES THAT NO SYSTEM, NETWORK, SECURITY MEASURE, OR SAFEGUARD CAN GUARANTEE ABSOLUTE SECURITY, AVAILABILITY, OR PREVENTION OF ALL UNAUTHORIZED ACCESS, DATA LOSS, MALWARE, RANSOMWARE, OR OTHER SECURITY INCIDENTS. CLICK WISE DESIGN DISCLAIMS ANY WARRANTY THAT THE LSA MANAGEMENT SERVICES OR THE CLIENT ACCOUNTS WILL BE FREE FROM SECURITY VULNERABILITIES OR IMPERVIOUS TO ATTACK, AND THE CLIENT ACKNOWLEDGES THAT IT BEARS THE RISK OF ANY SUCH EVENTS EXCEPT TO THE EXTENT CAUSED BY CLICK WISE DESIGN’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Some jurisdictions do not allow the exclusion of implied warranties; in such cases, the above exclusions apply to the fullest extent permitted by applicable law.

### **8.2 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CLICK WISE DESIGN, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF LEADS, LOSS OF CUSTOMERS, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF BUSINESS REPUTATION,

BUSINESS INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE LSA TERMS OR THE LSA MANAGEMENT SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

IN NO EVENT SHALL CLICK WISE DESIGN'S TOTAL CUMULATIVE LIABILITY TO THE CLIENT FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE LSA TERMS OR THE LSA MANAGEMENT SERVICES EXCEED THE GREATER OF: (A) ONE HUNDRED U.S. DOLLARS (\$100.00), OR (B) THE TOTAL AMOUNT OF MANAGEMENT FEES PAID BY THE CLIENT TO CLICK WISE DESIGN IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE CLIENT'S JURISDICTION.

The exclusions and limitations of liability in this Section 8.2 do not apply to: (a) the Client's indemnification obligations under Section 8.4; (b) the Client's payment obligations under Section 4; (c) liability arising from a party's gross negligence, willful misconduct, or fraud; or (d) any other liability that, under applicable law, may not be limited or excluded by contract.

### **8.3 Specific Exclusions for LSA**

Without limiting Sections 8.1 or 8.2, Click Wise Design has no liability for:

- Any action, decision, or inaction by Google, including ad disapprovals, account suspensions, restrictions, badge revocations, lead disputes, lead pricing changes, ranking changes, policy changes, or program discontinuations;
- Any platform downtime, outage, or unavailability of the LSA platform, GBP, or any other Google product;
- Any loss of leads, calls, customers, revenue, or business reputation, regardless of cause;
- Any consequence of the Client's failure to maintain license, insurance, background check, or other required qualifications;
- Any inaccurate, misleading, or non-compliant business information, advertising claims, or representations supplied by the Client; or
- Any mismanagement, misuse, or misappropriation of the Client Accounts by the Client, the Client's personnel, or any third party other than Click Wise Design.

### **8.4 Indemnification**

To the fullest extent permitted by applicable law, the Client agrees to indemnify, defend, and hold harmless Click Wise Design and its officers, directors, employees, agents, affiliates, and successors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- The Client's use of or access to the LSA Management Services;
- The Client's violation of these LSA Terms, the General Terms, or any Order Form;
- The Client's violation of any applicable law or regulation;

- The Client's business practices, services performed for the Client's customers, or representations made to the Client's customers;
- Any complaint, claim, or regulatory action by a customer, lead, or third party arising from the Client's services, advertising, or business conduct;
- The Client's violation of Google's LSA, GBP, Google Guarantee, Google Screened, or other applicable Google program policies;
- Any inaccurate or non-compliant business, license, insurance, or qualification information provided by the Client to Click Wise Design or to Google; or
- The Client's violation of any third-party rights, including intellectual property or privacy rights.

Click Wise Design reserves the right to assume exclusive control of the defense of any matter subject to indemnification, at the Client's expense, and the Client agrees to cooperate with the defense.

## **9. Dispute Resolution and Arbitration**

### **9.1 Informal Resolution**

Before initiating any formal dispute, the Client agrees to contact Click Wise Design in writing at [admin@clickwisedesign.com](mailto:admin@clickwisedesign.com) to attempt to resolve the matter informally. The parties will use good-faith efforts to resolve disputes within thirty (30) days of written notice.

### **9.2 Binding Arbitration**

If informal resolution is unsuccessful, any dispute, claim, or controversy arising out of or relating to these LSA Terms, the General Terms, any Order Form, or the LSA Management Services shall be resolved by final and binding arbitration administered by JAMS under its applicable rules, rather than in court, except as provided in Section 9.3. The arbitration shall be conducted in English and seated in Collin County, Texas. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction.

### **9.3 Exceptions**

Either party may bring claims in small claims court if the claim qualifies. Either party may seek injunctive or other equitable relief in a court of competent jurisdiction for infringement or misuse of intellectual property rights or to collect unpaid amounts under these LSA Terms.

### **9.4 Class Action Waiver**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL DISPUTES MUST BE BROUGHT ON AN INDIVIDUAL BASIS ONLY. THE CLIENT WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY REPRESENTATIVE PROCEEDING AGAINST CLICK WISE DESIGN.

### **9.5 Limitation Period**

ANY CLAIM, DISPUTE, OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THESE LSA TERMS, THE GENERAL TERMS, ANY ORDER FORM, OR THE LSA MANAGEMENT SERVICES MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE

CAUSE OF ACTION ACCRUES, OR IT IS PERMANENTLY BARRED. The parties expressly waive any longer statute of limitations or repose to the fullest extent permitted by applicable law. This Section does not apply to claims that, under applicable law, may not be subject to a contractual limitation period.

## **9.6 Governing Law and Venue**

These LSA Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Subject to the arbitration agreement in this Section 9, the exclusive jurisdiction and venue for any legal action shall be the state or federal courts located in Collin County, Texas, and the Client consents to the personal jurisdiction of such courts.

## **10. Acceptable Use and Conduct**

The Client's use of the LSA Management Services is subject to the acceptable use and client conduct provisions in Section 6 of the General Terms. The Client further agrees not to:

- Misrepresent its license, insurance, qualifications, business name, ownership, or service categories on the LSA platform or GBP;
- Engage in fake review activity, review gating, or other practices that violate Google's review policies;
- Engage in lead-disputing practices that violate Google's lead dispute policies;
- Use the LSA Management Services to advertise services, products, or businesses that violate Google's advertising policies or applicable law; or
- Direct Click Wise Design to take any action that would violate Google's policies.

Click Wise Design will not take any action that, in its reasonable judgment, would violate Google's policies or applicable law, regardless of the Client's instructions. The Client agrees to interact with Click Wise Design's personnel in a professional and respectful manner and shall not engage in abusive, threatening, harassing, profane, discriminatory, or intimidating conduct toward any Click Wise Design personnel. A violation of this conduct standard, as reasonably determined by Click Wise Design, constitutes grounds for immediate suspension or termination of the LSA Management Services.

## **11. Force Majeure**

Click Wise Design will not be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, acts of God, war, terrorism, civil unrest, epidemic or pandemic, government action, third-party platform outages (including any outage, modification, or discontinuation of Google's LSA platform, Google Business Profile, or related Google products), disruptions to internet infrastructure, cyberattacks (including ransomware, distributed denial of service attacks, and zero-day exploits), data center or telecommunications failures, electrical or utility outages, or supply chain disruptions affecting the LSA Management Services. The Client's obligation to pay management fees and any other amounts owed under these LSA Terms is not excused or suspended by force majeure events affecting the Client. The Client remains responsible for maintaining a valid payment method and

for paying all amounts owed under these LSA Terms regardless of any force majeure event affecting the Client's business or finances.

## **12. General**

### **12.1 Conflict with General Terms**

In the event of a conflict between these LSA Terms and the General Terms, these LSA Terms control solely with respect to the LSA Management Services. The Client's Order Form for LSA Management Services controls over both these LSA Terms and the General Terms with respect to the specific Services described in the Order Form.

### **12.2 Electronic Signatures and Acceptance**

These LSA Terms may be accepted and executed electronically, including by typing a name into an electronic signature field, by signing through a third-party e-signature platform, by submitting an online form, by submitting payment, or by any other reasonable indication of assent. Electronic acceptance and electronic signatures shall have the same legal force and effect as original handwritten signatures under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and the Texas Uniform Electronic Transactions Act (UETA).

### **12.3 Severability**

If any provision of these LSA Terms is found invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

### **12.4 Waiver**

Click Wise Design's failure to enforce any right or provision of these LSA Terms shall not be deemed a waiver. Any waiver must be in writing and signed by an authorized representative of Click Wise Design.

### **12.5 Assignment**

The Client may not assign or transfer any rights or obligations under these LSA Terms without Click Wise Design's prior written consent. Click Wise Design may assign its rights and obligations without restriction, including in connection with a merger, acquisition, or sale of assets.

### **12.6 Updates**

Click Wise Design may update these LSA Terms from time to time. When material changes are made, Click Wise Design will notify the Client via email or in-app notification and update the Effective Date at the top of this document. Continued use of the LSA Management Services after such notice constitutes acceptance of the updated terms.

### **12.7 Notices**

Notices to the Client will be provided via email to the address on the Client's account or via in-app notification. Legal notices to Click Wise Design must be sent in writing to:

Click Wise Design LLC

825 Watters Creek Blvd M290

Allen, TX 75013

Email: [admin@clickwisedesign.com](mailto:admin@clickwisedesign.com)

## **12.8 Headings**

Section headings are for convenience only and have no legal or contractual effect.

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