

VisibilityOS Subscription & Partner Agreement

This VisibilityOS Subscription & Partner Agreement (“Agreement”) is entered into by and between **AudienceIntent LLC**, a Florida limited liability company (“AudienceIntent,” “Company,” “we,” “us,” or “our”), and the individual or business entity accepting this Agreement (“Partner,” “you,” or “your”).

AudienceIntent LLC

State of Formation: Florida

Website: <https://www.audienceintent.ai>

By checking the acceptance box and proceeding to payment, you acknowledge, represent, and agree that:

- You have read this Agreement in full;
- You understand it;
- You are legally authorized to bind the business you represent; and
- You agree to be legally bound by all terms below.

1. Purpose of Services

This Agreement governs Partner’s subscription to **VisibilityOS**, an ongoing AI search visibility and Answer Engine Optimization (AEO) service.

VisibilityOS provides strategic, technical, and content-based optimization intended to improve how AI-powered search systems interpret and reference your business.

AudienceIntent does **not** guarantee:

- AI recommendations
- Inclusion in AI responses
- Search rankings
- Traffic increases
- Lead volume
- Revenue growth
- Business outcomes of any kind

VisibilityOS is an optimization service, not a placement or performance guarantee.

2. Subscription Plans & Recurring Billing Authorization

VisibilityOS is offered under the following monthly subscription options:

- **Be Visible** – \$787 per month
- **Be Recommended** – \$1,187 per month

By accepting this Agreement, you expressly acknowledge and agree that:

- This is a **monthly recurring subscription**.
- Your credit card will be automatically charged every 30 days.
- Billing will continue indefinitely until you cancel.
- Charges are for ongoing services, strategy, implementation, monitoring, and support.
- No separate invoice is required for rebilling.

You authorize AudienceIntent LLC to charge the payment method provided for all recurring subscription fees and any applicable taxes.

A valid credit card must remain on file at all times.

Failure to maintain valid payment authorization may result in immediate suspension or termination of services without liability.

3. Cancellation Policy

You may cancel at any time by providing written notice prior to your next billing date.

If cancellation is received before the next billing date:

- The upcoming payment will not be collected.
- Services will terminate at the end of the current paid billing cycle.

No partial refunds or prorated refunds are issued for any billing period once charged.

AudienceIntent reserves the right to terminate services at its sole discretion.

4. Scope of Services

VisibilityOS may include, depending on plan selection:

- AI search readiness configuration
- Structured data (schema) development and implementation
- Technical website optimization
- AI-optimized content creation
- Competitor visibility analysis
- AI prompt tracking
- Reporting and strategic recommendations

AudienceIntent retains sole discretion regarding:

- Strategic methodology
- Technical implementation
- Content structure
- System architecture
- Platform integrations
- Updates or modifications to service delivery

Services may evolve as AI systems and search technologies change.

5. Ownership of Content & Assets

Partner retains ownership of:

- Content created specifically for their business
- Schema files created and implemented for their website
- Structured data deployed during the active subscription

AudienceIntent retains exclusive ownership of:

- All proprietary systems
- Internal frameworks
- Methodologies
- Templates
- Processes
- Tracking systems
- Analytical models
- Optimization strategies
- Trade secrets
- Intellectual property used to deliver VisibilityOS

No transfer of AudienceIntent intellectual property occurs under this Agreement.

6. Partner Representations & Compliance

Partner represents and warrants that:

- All business information provided is accurate.
- They have authority to modify their website and digital properties.
- They comply with all applicable federal, state, and international laws.
- They are responsible for all claims made on their website.

AudienceIntent is not responsible for regulatory compliance, website claims, advertising compliance, or industry-specific legal obligations.

Partner agrees to indemnify, defend, and hold harmless AudienceIntent LLC from any claims, damages, regulatory actions, or liabilities arising from Partner's business operations, website content, or representations.

7. No Warranties

VisibilityOS services are provided "AS IS" and "AS AVAILABLE."

AudienceIntent disclaims all warranties, express or implied, including:

- Merchantability
- Fitness for a particular purpose
- Non-infringement
- Performance guarantees
- Availability guarantees

AI systems, search engines, and third-party platforms operate independently. AudienceIntent has no control over their algorithms, decisions, or output.

8. Limitation of Liability

To the maximum extent permitted by Florida law:

AudienceIntent's total cumulative liability under this Agreement shall not exceed the total fees paid by Partner in the thirty (30) days preceding any claim.

Under no circumstances shall AudienceIntent be liable for:

- Lost profits
- Lost revenue
- Business interruption
- Indirect damages
- Consequential damages
- Special damages
- Punitive damages

Partner assumes full business risk associated with marketing and visibility efforts.

9. Dispute Resolution & Florida Jurisdiction

This Agreement shall be governed exclusively by the laws of the State of Florida, without regard to conflict of law principles.

All disputes shall be resolved exclusively through binding arbitration in the State of Florida under the rules of the American Arbitration Association (AAA).

Partner agrees to:

- Waive any right to trial by jury
- Waive participation in any class action
- Submit exclusively to Florida jurisdiction

No action may be brought outside the State of Florida.

10. Force Majeure

AudienceIntent shall not be liable for delays or failures caused by events beyond reasonable control, including:

- AI platform changes
- Algorithm updates
- Hosting outages
- Third-party software failures
- Regulatory changes
- Acts of God
- Government action

11. Entire Agreement

This Agreement constitutes the entire agreement relating to VisibilityOS and supersedes all prior discussions or understandings.

Additional legal terms are incorporated by reference and available at:

<https://www.audienceintent.ai/legal>

12. Electronic Acceptance

By checking the acceptance box and proceeding to payment, you:

- Affirm this is a monthly recurring subscription.
- Authorize automatic rebilling until cancellation.
- Confirm understanding of cancellation terms.
- Agree to all terms of this Agreement.
- Agree that electronic acceptance constitutes a legally binding signature.