

Terms of Service

Locally HQ

Effective Date: March 4, 2026

Last Updated: March 4, 2026

1. Agreement to Terms

By accessing our website at locallyhq.com, using our services, or engaging Locally HQ for reputation management services, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use our services.

Locally HQ provides done-for-you Google review generation, customer reactivation campaigns, and Google Maps optimization services for local home service businesses (painters, plumbers, landscapers, carpenters, pool and spa services, snow removal, etc.) in the Vail-Dotsero corridor and surrounding Colorado areas using the GoHighLevel platform.

2. Services Provided

Service Packages

We offer three monthly service tiers per location:

- **Starter:** \$149/month per location
- **Growth:** \$299/month per location
- **Elite:** \$399/month per location

Setup Fee

- **One-time setup:** \$197 per location (may be waived for founding clients or promotional periods)

What's Included

- GoHighLevel sub-account setup with custom pipelines and workflows
- Automated Google review request campaigns (SMS and email)
- Customer reactivation campaigns for past customers
- Monthly performance reports showing review growth and campaign metrics
- Review response templates and guidance
- Ongoing campaign optimization and technical support

Our Guarantee

If we don't help you get at least 10 new Google reviews in your first 30 days, we'll waive your second month's fee and keep working until you do.

What We DON'T Provide

- Website design or development
- Search engine optimization (SEO) services
- Pay-per-click (PPC) advertising management
- Social media content creation or management
- Google Guaranteed badge application or Local Services Ads
- In-person consultation or on-site visits

3. Client Responsibilities

By engaging our services, you agree to:

- Provide accurate and complete business information, including business name, address, phone number, and website
- Grant access to your Google Business Profile with appropriate permissions
- Supply customer contact data (phone numbers and email addresses) that complies with TCPA and CAN-SPAM regulations
- Confirm you have proper consent or an existing business relationship with all contacts provided
- Respond to negative reviews within 48 hours using our provided templates or your own responses
- Maintain an active payment method on file with current billing information
- Not engage competing reputation management or review generation services during our active agreement
- Notify us immediately of any billing issues, service concerns, or changes to your business information
- Use our services in compliance with all applicable laws and platform policies

4. Payment Terms

Fees and Billing

- **Setup fee:** Due immediately upon signing service agreement
- **Monthly service fee:** Billed on the 1st of each month, due within 5 business days, at the then-current plan price (\$149, \$299, or \$399) for each active location
- **Multiple locations:** Each location billed separately at the applicable tier rate
- **Payment methods:** Stripe, Apple Pay, credit card, debit card, or ACH bank transfer

Late Payments

- Late payments subject to 1.5% monthly interest charge (18% annual)

- Service suspended immediately for payments overdue by 10+ days
- Reconnection fee of \$50 required to restore suspended services

Refund Policy

- **No refunds** for partial months or after the initial 14-day satisfaction period
- Setup fees are non-refundable after onboarding begins
- If you cancel mid-month, service continues through the end of the billing period with no prorated refund
- Our 10-review guarantee (Section 2) is your remedy for underperformance in the first 30 days

Taxes

All fees exclude applicable federal, state, and local sales taxes, use taxes, or similar governmental charges. You are responsible for all such taxes.

5. Term and Termination

Contract Duration

- Services provided on a **month-to-month basis** with automatic renewal
- No long-term contracts or commitments required beyond monthly billing cycle

Cancellation by Client

- You may cancel at any time by providing **7 days written notice** via email to chaney@locallyhq.com
- Cancellation effective at the end of the current billing period
- No refunds for unused days in the final billing period

Termination by Locally HQ

We reserve the right to terminate your service immediately for:

- Non-payment (invoices overdue by 10+ days)
- Violation of these Terms or our service policies
- Fraudulent activity, including fake reviews or review gating
- Providing false or misleading business information
- Abusive, threatening, or inappropriate conduct toward our staff
- Use of our services in violation of Google Business Profile policies or applicable laws

Post-Termination

- Upon termination, you retain access to your GoHighLevel sub-account for 30 days to export data
- After 30 days, your sub-account and all campaign data may be permanently deleted
- We retain billing and transaction records for 7 years per IRS requirements
- You remain responsible for all fees incurred prior to termination
- Any custom workflows, templates, or intellectual property we created remain our property

6. Review Generation Compliance

We are committed to ethical, compliant reputation management practices.

No Review Gating

- Every customer receives the same review request regardless of their satisfaction level or feedback
- We never filter customers based on sentiment before sending review requests
- All customers have equal opportunity to leave honest reviews on Google Business Profile
- Review campaigns comply with Google's prohibited and restricted practices

Honest Reviews Only

- We never solicit fake, fraudulent, or incentivized reviews
- We do not offer compensation, discounts, or gifts in exchange for 5-star reviews
- All review requests encourage honest, authentic feedback
- We comply fully with the Federal Trade Commission (FTC) guidelines on testimonials and reviews

Platform Compliance

All campaigns follow:

- Google Business Profile Terms of Service and review policies
- Telephone Consumer Protection Act (TCPA) requirements for SMS marketing
- CAN-SPAM Act requirements for email marketing
- Cellular Telecommunications Industry Association (CTIA) text messaging guidelines

7. Intellectual Property

Our Property

The following remain the exclusive property of Locally HQ:

- GoHighLevel workflow configurations, automation sequences, and pipeline structures
- Review request templates, email copy, and SMS message scripts
- Monthly reporting dashboards and data visualization templates
- Training materials, guides, and standard operating procedures
- Locally HQ branding, logos, and website content

You may not reverse-engineer, copy, reproduce, modify, or resell any of our proprietary configurations, templates, or intellectual property.

Your Property

- Your business data, customer contact lists, and business information belong to you
- We act as a data processor on your behalf
- You retain ownership of all reviews generated through our campaigns
- Upon request, we will provide exports of your customer data

License

We grant you a limited, non-exclusive, non-transferable license to use our services and access your GoHighLevel sub-account during the term of your service agreement.

8. Limitation of Liability

No Guarantees Beyond Our 10-Review Promise

While we strive for excellent results, we cannot guarantee:

- Specific increases in Google Maps rankings or search visibility
- Protection from negative reviews or review removal
- Specific response rates to SMS or email campaigns
- Results beyond our stated 10-review guarantee in the first 30 days

Google's algorithm changes, customer behavior, competition, and other factors outside our control affect results.

Maximum Liability Cap

Our total liability to you for any claims arising from or related to our services is limited to the amount you paid to Locally HQ in the prior 12 months.

No Consequential Damages

To the fullest extent permitted by law, Locally HQ shall not be liable for:

- Lost profits, revenue, or business opportunities
- Loss of Google rankings or search visibility

- Damage to business reputation
- Loss of data or customer information
- Indirect, incidental, consequential, punitive, or exemplary damages

Third-Party Platforms

We are not liable for:

- Actions, policies, or technical issues of third-party platforms (Google, GoHighLevel, Twilio, email providers)
- Changes to Google Business Profile policies or ranking algorithms
- SMS or email deliverability issues caused by carrier filters or spam detection
- Service outages or technical failures of third-party infrastructure

Your Indemnification

You agree to indemnify and hold Locally HQ harmless from any claims, damages, or expenses arising from:

- Your violation of these Terms
- Your violation of TCPA, CAN-SPAM, or other applicable laws
- Your provision of inaccurate information or customer contacts without proper consent
- Your business practices, services, or products

9. SMS and Email Marketing Disclosures

Consent to Receive Messages

By providing your phone number and email address, you:

- Consent to receive service notifications, account updates, and support messages from Locally HQ
- Understand that message and data rates may apply
- Can opt out at any time by replying STOP to SMS messages or clicking unsubscribe in emails

Your Customer Contacts

By providing customer phone numbers and email addresses for campaigns, you represent and warrant that:

- You have express written consent from each contact to receive SMS and email messages, OR

- Each contact is an existing customer with whom you have an established business relationship
- All contacts comply with TCPA requirements for prior express written consent
- You will immediately notify us if any contact requests removal

Message Frequency and Opt-Out

- Campaign message frequency varies based on your settings and customer engagement
- All SMS messages include opt-out instructions (reply STOP)
- All emails include unsubscribe links
- We honor opt-out requests immediately and maintain suppression lists

10. Warranty Disclaimer

SERVICES PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. LOCALLY HQ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability
- Fitness for a particular purpose
- Non-infringement
- Accuracy, reliability, or completeness of results
- Uninterrupted or error-free service

Some jurisdictions do not allow disclaimer of implied warranties, so some of the above disclaimers may not apply to you.

11. Dispute Resolution

Informal Resolution

Before filing any legal action, you agree to contact us at [your-email@locallyhq.com] and attempt to resolve the dispute informally for at least 30 days.

Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles.

Jurisdiction and Venue

Any legal action or proceeding arising from these Terms shall be brought exclusively in the state or federal courts located in Eagle County, Colorado. You consent to the personal jurisdiction of these courts.

Class Action Waiver

You agree to resolve disputes with Locally HQ on an individual basis only. You waive any right to participate in class actions, class arbitrations, or representative actions.

12. Changes to Terms

Updates and Modifications

We reserve the right to update these Terms at any time. When we make changes:

- We will update the "Last Updated" date at the top of this document
- For material changes, we will provide at least 14 days notice via email or website posting
- Your continued use of services after changes take effect constitutes acceptance

Notification

If you do not agree to updated Terms, you may cancel your service as described in Section 5.

13. General Provisions

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Locally HQ regarding our services.

Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions remain in full force and effect.

Waiver

Our failure to enforce any provision does not constitute a waiver of that provision or our right to enforce it in the future.

Assignment

You may not assign or transfer these Terms without our written consent. We may assign these Terms to any successor or acquiring entity.

Force Majeure

We are not liable for delays or failures in performance due to causes beyond our reasonable control, including natural disasters, pandemics, internet outages, or government actions.

Survival

Sections 7 (Intellectual Property), 8 (Limitation of Liability), 9 (SMS/Email Marketing), 10 (Warranty Disclaimer), and 11 (Dispute Resolution) survive termination of these Terms.

14. Contact Us

For questions, concerns, or notices regarding these Terms of Service, please contact:

Locally HQ

Edwards, CO 81632

Email: chaney@locallyhq.com

Phone: +1-970-331-3847

Last Updated: March 4, 2026

Note: These Terms of Service are designed for a reputation management service business operating in Colorado. They should be reviewed by a qualified attorney to ensure full compliance with all applicable federal, state, and local laws, as well as specific platform requirements for your business operations.