

Terms of Service

AQLIA — Creative Agency

Last updated: 01 JULY 2026

Please read these Terms of Service (“Terms”) carefully before using the AQLIA website or engaging our services. By accessing our website or entering into a service agreement with AQLIA, you agree to be bound by these Terms.

1. About AQLIA

AQLIA (“we”, “us”, “our”) is a creative agency organized as a limited liability company under the laws of the State of Wyoming, USA [REGISTERED ADDRESS AND ENTITY DETAILS]. We provide branding, social media management, web design, virtual assistant services, and related creative services to businesses and individuals worldwide.

Website: www.aqlia-agency.com | Contact: contact@aqlia-agency.com

2. Acceptance of Terms

By accessing or using our website (the “Site”) or engaging AQLIA's services, you agree to these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use the Site or our services.

These Terms apply to:

- All visitors to the AQLIA website
- Prospective clients who submit enquiries or book discovery calls
- Clients who enter into service agreements with AQLIA

For active client engagements, these Terms are supplemented by the relevant Master Service Agreement (MSA) and Statement(s) of Work (SOW). In the event of conflict, the MSA and SOW shall prevail.

3. Description of Services

AQLIA offers creative agency services including, but not limited to:

- Brand identity design (logo, brand guidelines, visual systems)
- Social media management (content creation, scheduling, community management)
- Web design and development (on Wix Studio and other platforms)
- Virtual assistant support (administrative, operational, and communication tasks)
- Content creation, photography direction, UGC coordination, and related creative services

The specific scope, deliverables, timeline, and pricing for each engagement are set out in the applicable SOW. AQLIA reserves the right to modify, add, or discontinue services at any time, without obligation to clients not currently in a signed engagement.

4. Payment & Pricing

4.1 Fees

Fees for AQLIA's services are as set out in the applicable SOW or invoice. All prices are in US Dollars (USD) unless otherwise stated. Prices do not include applicable sales, use, or other transaction taxes unless expressly stated otherwise.

4.2 Payment Terms

Payment terms are as specified in the applicable SOW. Unless otherwise agreed:

- A deposit (typically 50% of the total fee) is required before work commences
- Final payment is due upon delivery of completed work or as specified in the SOW
- Invoices are due within seven (7) calendar days of the invoice date, unless otherwise stated

4.3 Late Payment

Unpaid invoices after the due date accrue interest at 1.5% per month (18% per annum) on the outstanding balance, or the maximum rate permitted by applicable law, whichever is lower, calculated from the due date until the date of payment. AQLIA also reserves the right to suspend or withhold services and deliverables until outstanding amounts are paid.

4.4 Refund Policy

Deposits are non-refundable. For project-based work, fees already incurred for completed work are non-refundable. For ongoing monthly retainers, no refund is due for the current billing period upon cancellation. Full details are set out in AQLIA's Refund Policy.

Exceptions: n/A

4.5 Currency & Taxes

AQLIA is a Wyoming, USA LLC. Clients based outside the United States are responsible for any local taxes, import duties, VAT, or withholding taxes applicable in their jurisdiction. Clients based in the United States may be responsible for applicable state sales or use tax depending on the nature of services and the client's state of residence. [CONFIRM: whether AQLIA has sales tax nexus or collection obligations in any state.]

5. Intellectual Property

5.1 AQLIA's Pre-Existing IP

All content on the AQLIA website — including text, graphics, logos, images, and methodologies — is the property of AQLIA or its licensors and is protected by applicable intellectual property laws. You may not reproduce, distribute, or use any content from the Site without our prior written permission.

5.2 Client Work Product

Upon receipt of full and cleared final payment, AQLIA assigns to the Client all intellectual property rights in the final agreed deliverables, as specified in the applicable SOW. Until full payment is received, all work product remains the property of AQLIA.

5.3 Client-Provided Materials

By providing AQLIA with content, images, logos, or other materials, you confirm that you own or have the necessary rights to use those materials and that their use by AQLIA in the delivery of services will not infringe any third-party rights. You grant AQLIA a licence to use such materials for the sole purpose of delivering the agreed services.

5.4 Portfolio Rights

AQLIA retains the right to display completed client work in its portfolio, website, and marketing materials, unless the Client requests a written confidentiality carve-out before project commencement.

6. User Conduct

When using the AQLIA website, you agree not to:

- Use the Site for any unlawful purpose or in violation of these Terms
- Transmit spam, malware, or any harmful or disruptive code
- Attempt to gain unauthorised access to any part of the Site or any related systems
- Scrape, harvest, or systematically extract data from the Site without AQLIA's written consent
- Impersonate AQLIA, its staff, or any other person or entity
- Post or transmit content that is defamatory, offensive, or infringes third-party rights

7. Limitation of Liability

To the maximum extent permitted by applicable law:

- AQLIA's website and any free resources provided thereon are offered on an "as is" basis without warranties of any kind, express or implied
- AQLIA shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the Site or our services

For paid service engagements, AQLIA's total liability to a Client shall not exceed the total fees paid by that Client for the specific engagement giving rise to the claim in the twelve (12) months preceding the claim.

AQLIA does not exclude or limit liability for death or personal injury caused by AQLIA's negligence, fraud, or any other liability that cannot be limited under applicable law.

8. Third-Party Tools & Links

Our website and services may use or link to third-party tools and platforms (e.g. Calendly for booking, Stripe for payments, Wix Studio for website builds). AQLIA is not responsible for the content, privacy practices, or terms of service of third-party platforms. Your use of those platforms is governed by their respective terms.

9. Website Availability

AQLIA does not guarantee that the website will be available at all times without interruption. We may suspend, withdraw, or restrict access to the Site for business or operational reasons, without notice. AQLIA is not liable for any loss arising from unavailability of the Site.

10. Changes to These Terms

We may update these Terms from time to time. When we do, we will revise the “Last updated” date at the top of this page. Your continued use of the Site or our services after any changes constitutes acceptance of the updated Terms.

For material changes that affect active client engagements, AQLIA will provide reasonable advance notice.

11. Governing Law & Jurisdiction

These Terms are governed by and construed in accordance with the laws of the State of Wyoming, USA, without regard to its conflict-of-law principles. Any dispute arising out of or in connection with these Terms or the use of the AQLIA website shall be subject to the exclusive jurisdiction of the competent state or federal courts located in Wyoming.

For clients based outside the United States, the laws of the State of Wyoming shall govern the interpretation and enforcement of these Terms, without prejudice to any mandatory consumer protection laws applicable in your country or state of residence.

12. Contact

If you have any questions about these Terms, please contact us at: contact@aqlia-agency.com