

Policies, Terms and Conditions

Welcome to Optimysell — by using our services, you agree to the following terms and conditions that govern your relationship with us.

1. Definitions

For the purposes of these Terms and Conditions:

- **“Company”, “We”, “Us”, or “Optimysell”** refers to Optimysell LLC, a U.S.-registered digital marketing agency based in Texas.
 - **“Client”, “You”, or “Your”** refers to any individual or entity engaging Optimysell’s services.
 - **“Services”** refers to any digital marketing, consulting, content creation, or management work performed by Optimysell under an agreement or proposal.
 - **“Agreement”** refers to any contract, statement of work, or written service proposal signed or accepted by both parties.
 - **“Deliverables”** means any materials, reports, content, strategies, or creative assets produced by Optimysell during the engagement.
 - **“Platform(s)”** refers to third-party services used for execution (e.g., Amazon, Walmart, TikTok, Meta, Shopify, etc.).
 - **“Confidential Information”** refers to all proprietary, sensitive, or non-public information exchanged during the engagement, in any form.
-

2. Eligibility

By using Optimysell’s services, you represent that:

- You are at least 18 years old;
 - You have the authority to act on behalf of the business entity you represent;
 - All information provided to us is accurate and complete.
-

3. Client Responsibilities

You agree to:

- Provide timely access to all necessary accounts, assets, credentials, and information;
 - Respond promptly to requests for approvals or clarifications;
 - Ensure all materials and information shared with us comply with applicable laws and do not infringe on third-party rights.
-

4. Confidentiality

Both parties agree to keep all Confidential Information strictly confidential and to not disclose or use it for any purpose other than as required to fulfill the Agreement.

This obligation continues after termination of services and does not apply to information that is publicly known, independently developed, or legally required to be disclosed.

5. Intellectual Property

Unless otherwise agreed in writing:

- All materials created by Optimysell remain the property of the Company until full payment has been received.
 - Upon full payment, ownership of final Deliverables transfers to the Client, excluding underlying tools, templates, or proprietary frameworks used in development.
 - Optimysell reserves the right to showcase anonymized, non-confidential work in its portfolio unless explicitly restricted by the Client.
-

6. Disclaimers

Optimysell provides services in good faith and with professional care, but does not guarantee specific outcomes due to variables outside our control (e.g., platform changes, algorithm updates, market behavior).

All services are provided "as-is" and without warranties of any kind unless expressly stated otherwise.

6.1 Disclaimer of Warranties & "As-Is" Provision

All services provided by Optimysell are offered **"as-is"** and **without warranties of any kind**, unless explicitly stated otherwise in writing within a signed agreement.

Optimysell provides all services and deliverables "as-is", meaning we do not provide any express or implied warranties unless explicitly stated in a signed agreement. By engaging Optimysell, you acknowledge and agree that:

- **No Guarantee of Results:** We do not guarantee specific results, such as increased sales, rankings, return on ad spend (ROAS), click-through rates (CTR), or other performance metrics unless expressly stated in writing.
- **No Warranty of Merchantability:** We make no warranty that any service, deliverable, or recommendation is suitable for resale, commercial use, or specific business objectives.

- **No Warranty of Non-Infringement:** We take care in our creative and strategic work, but we do not warrant that any deliverables will be free from third-party intellectual property claims. Clients are responsible for conducting independent IP due diligence before publishing content.
- **No Warranty of Error-Free Functionality:** Optimysell does not warrant that any content, marketing asset, campaign setup, or integration will be free from human error, bugs, misconfigurations, or technical issues, especially in rapidly changing third-party environments like Amazon Seller Central or ad platforms.
- **No Continuous Platform Access:** We cannot guarantee uninterrupted or error-free access to third-party services, platforms, or tools that are not owned or operated by Optimysell.

These disclaimers apply to all services unless specific guarantees or service level agreements (SLAs) are provided in writing as part of a mutually signed agreement.

6.2 Performance Expectations

While we operate with professionalism, experience, and industry best practices, the effectiveness of digital marketing and eCommerce strategies may be influenced by numerous external factors, such as:

- Marketplace algorithm changes
- Third-party platform behavior (e.g., Amazon, Walmart, TikTok, etc.)
- Consumer trends
- Ad platform policy updates
- Client-managed elements (pricing, inventory, branding, etc.)

As such, **Optimysell cannot guarantee outcomes such as increased traffic, sales, rankings, or visibility**, nor can we ensure uninterrupted access to any third-party platform.

6.3 Client Due Diligence

It is the Client's responsibility to evaluate whether the services provided meet their business needs and expectations. We encourage Clients to review all deliverables and request clarifications as needed prior to implementation. Acceptance and use of any materials or strategies developed by Optimysell is done at the Client's own discretion and risk.

6.4 Purpose of the "As-Is" Clause

This clause is standard in the digital marketing and eCommerce industry and serves to clarify expectations around service performance. It ensures transparency about the limitations of control we have over digital platforms and third-party environments while protecting both parties from unrealistic assumptions or outcomes not expressly guaranteed in writing.

7. Limitation of Liability

To the fullest extent permitted by law, Optimysell shall not be liable for any indirect, incidental, special, or consequential damages, including loss of revenue or data.

Our total liability for any claim shall not exceed the amount paid by the Client for services within the three (3) months preceding the claim.

8. Governing Law & Jurisdiction

These Terms are governed by the laws of the **State of Texas, United States**, without regard to conflict-of-law principles.

Your use of our Services may also be subject to other applicable **local, national, or international laws** depending on your jurisdiction.

For European Union (EU) Clients

If you are a consumer residing in the **European Union**, you benefit from any mandatory consumer protection provisions of the country in which you reside. These Terms do not affect your statutory rights.

9. Dispute Resolution

If you have any concerns or disputes regarding the Services, you agree to first attempt to resolve the issue informally by contacting us at **info@optimysell.com**.

If resolution is not achieved, legal disputes shall be submitted to the appropriate courts of **Lubbock County, Texas**, unless otherwise required by applicable laws in your jurisdiction.

10. United States Legal Compliance

By using Optimysell's Services, you confirm and warrant that:

- You are **not located in a country** subject to a U.S. government embargo or designated as a "terrorist supporting" country; and
 - You are **not listed** on any U.S. government list of prohibited or restricted parties (such as the OFAC SDN list).
-

11. Data Protection & Privacy

Optimysell only collects and processes personal and business data as necessary to deliver our Services and improve performance.

We comply with all applicable data protection regulations, including:

- **U.S. privacy laws**
- **GDPR** (for EU and UK users)
- **PIPEDA** (for Canada)
- **LFPDPPP** (for Mexico)

For more information, please review our [Privacy Policy].

12. Termination

Either party may terminate an Agreement with **14 days' written notice**, unless otherwise agreed.

Upon termination:

- All outstanding payments become due immediately;
 - Shared access will be revoked;
 - Any incomplete work may be provided in “as-is” form at Optimysell’s discretion.
-

13. Force Majeure

We shall not be held liable for any delay or failure in performance caused by circumstances beyond our reasonable control, including but not limited to natural disasters, third-party platform outages (e.g., Amazon, Meta, Google), sudden changes in advertising policies or regulations, internet or server disruptions, cyberattacks, or other unforeseen events that materially affect service delivery.

14. Modifications to Terms

Optimysell may update these Terms at any time.

Material changes will be communicated via email or platform notifications. Continued use of our Services after any updates constitutes your acceptance of the revised Terms.

15. Contact Information

Optimysell LLC

 Email: info@optimysell.com

 Phone: (806) 401-3609

Optimysell