

This Service Agreement (the "Agreement") is made on _____, 20__ (the "Effective Date") between **Ahmed Nabigh, doing business as Rogue Frame**, a sole proprietor based in Honolulu, Hawaii ("Rogue Frame," "we," "us"), and the client named below ("Client," "you"). In plain terms: this explains what we will do, what you will pay, and how we work together.

CLIENT DETAILS

Client / Business name		Contact name	
Email		Phone	
Street address		Suite/Unit	
City		State	
ZIP code		Start date	

01 SCOPE & DELIVERABLES

Rogue Frame will provide the services checked below (the "Services"). Anything not listed here or in a written add-on (email is fine) is outside the scope and will be quoted separately. Turnaround times start once we receive your deposit and the materials we need.

✓	Service	Package	Price	Revisions included
☐	Social Media Management	Essential — 3 posts/week (IG + FB), captions, hashtags	\$299 / mo	2 rounds per monthly content plan + minor tweaks per post
☐		Standard — 5 posts/week + 2 Reels/mo, drafted replies, monthly report	\$499 / mo	3 rounds per monthly plan + minor tweaks per post
☐		Premium — daily posts, 4 Reels/mo, stories, engagement, strategy call	\$799 / mo	3 rounds per monthly plan + minor tweaks per post
☐	AI Content	Essential — 5 AI-enhanced product photos, OR 1 flyer, OR 1-page menu	\$79	2 rounds
☐		Standard — 15 product/food images + 1 menu + 1 flyer (print + social sizes)	\$199	3 rounds
☐		Premium — Standard + 3 short (15–30s) vertical AI promo videos	\$349	3 rounds (images) / 2 rounds (videos)
☐	Video Editing	Single — 1 clip up to 60s, captions, hook, music, color Qty: _____	\$35 / clip	2 rounds per clip
☐	Clipping	Trial — 5 clips from your long video (creator's written permission required)	\$150	2 rounds per batch
☐		Clipping Essential — 8 clips/mo, captions + hook, delivered for you to post	\$249 / mo	2 rounds per batch
☐		Clipping Standard — 16 clips/mo, posted for you to 2 platforms	\$449 / mo	2 rounds per batch
☐		Clipping Premium — 30 clips/mo, posted to 3 platforms, monthly recap	\$799 / mo	2 rounds per batch
☐	Website + Google Business Profile	Essential — GBP verification help, categories, hours, services, photos, 2 posts	\$149	2 rounds
☐		Standard — 1-page mobile site + GBP setup (Essential)	\$499	3 rounds
☐		Premium — up to 5 pages, basic local SEO, booking link + GBP setup (Essential)	\$899	4 rounds
Custom / add-ons: _____ one-time / monthly →			\$ _____	\$ _____/mo
Discount (Founding Client, referral credits): _____ one-time / monthly →			– \$ _____	– \$ _____/mo
TOTALS (auto-calculated in the fillable PDF) ONE-TIME / MONTHLY →			\$ _____	\$ _____/mo

Hosting, domains, ad spend, stock assets, paid apps, and printing are not included and are billed at cost or paid directly by you. Google controls Business Profile verification timing.

02 REVISIONS

Each package includes the revision rounds shown in the table: Social Media 2 / 3 / 3 rounds per monthly content plan (Social Essential / Social Standard / Social Premium) plus minor tweaks per post; AI Content 2 / 3 / 3 rounds for images (AI Content Essential / AI Content Standard / AI Content Premium) and 2 rounds for AI Content Premium videos; Video Editing 2 rounds per clip; Clipping 2 rounds per batch; Websites + GBP 2 / 3 / 4 rounds (Web Essential / Web Standard / Web Premium). A "round" means one consolidated list of changes sent together. Minor fixes (typos, a wrong price, swapping a photo) don't count as a round. Extra rounds, or changes that alter the original brief (new concept, new pages, new direction), are billed at \$45/hour or quoted in advance. Unused revisions don't carry over to the next month or project.

03 PAYMENT

- One-time projects: 50% deposit is due before work starts. The remaining 50% is due before final files, final exports, or site launch are delivered. Watermarked or low-resolution previews may be shared before final payment.
- Monthly plans: billed in advance on the same date each month. Work for a month begins once that month is paid.
- Late payments: invoices are due within 7 days. Late balances incur a late fee of \$25 or 1.5% per month (whichever is greater, up to the maximum allowed by Hawaii law), and we may pause work or scheduled posts until the account is current.

- No refunds after delivery: once work has been delivered or published, fees for that work are non-refundable. Deposits cover reserved time and work already started. If we cancel a project before delivering anything, we'll refund any unused prepaid amount.
- Payment is accepted by the methods listed on the invoice. Prices do not include Hawaii general excise tax (GET), which may be added where applicable.

04 CLIENT CONTENT & RIGHTS WARRANTY

You will provide logos, photos, product information, menus, prices, and other materials ("Client Content") on time. You confirm that you own or have permission to use all Client Content, that it is accurate, and that it doesn't infringe anyone's rights or break any law. For Video Editing and Clipping, you confirm you own the source content or have the creator's written permission to have it clipped and reposted. Indemnity: you agree to defend, indemnify, and hold Rogue Frame harmless from claims, losses, and costs (including reasonable attorney fees) arising from Client Content, your products or services, your published claims, or your breach of this Agreement.

05 AI DISCLOSURE

Rogue Frame uses artificial-intelligence tools to help create, edit, and enhance content, including images, video, copy, and layouts. Product photos and other images may be AI-enhanced or recreated, for example new backgrounds, lighting, cleanup, or styled scenes. We work to keep real products, labels, and food accurate, but you are responsible for reviewing

all content before use and making sure it fairly represents what you sell. AI-generated material may have limited copyright protection under current law, and similar outputs may be created for others.

06 CLIENT APPROVAL & RESPONSIBILITY

You approve every post, ad, caption, and page before it is published, and approval by text, email, or a content calendar counts. If you set up auto-approval in writing, content not rejected within 48 hours is treated as approved. You are responsible for all published claims, prices, offers, promotions, health or legal statements, and compliance with platform rules and advertising laws.

07 NO GUARANTEED RESULTS

We'll do quality, professional work, but we can't control algorithms, platforms, search engines, or customer behavior. We don't guarantee any specific number of followers, views, likes, leads, rankings, reviews, Google verification, or sales.

08 LIMITATION OF LIABILITY

To the fullest extent allowed by law, Rogue Frame's total liability under this Agreement is capped at the fees you actually paid to Rogue Frame; for monthly plans, at the fees paid in the 3 months before the claim. We are not liable for indirect, incidental, or consequential damages such as lost profits, lost data, account suspensions, or platform outages. Services are provided "as is" except as stated in this Agreement.

09 INTELLECTUAL PROPERTY & PORTFOLIO USE

When you've paid in full, ownership of the final deliverables made for you transfers to you, subject to third-party licenses (fonts, stock, music, software, AI tool terms). Until then, Rogue Frame owns all work. We keep our general know-how, templates, prompts, workflows, and unused drafts. Portfolio license: you give Rogue Frame a non-exclusive right to show the work in our portfolio, website, and social media. You can opt out by initialing here ____ or by emailing us at any time.

10 ACCOUNT ACCESS

You keep full ownership of your social media, Google, website, domain, and ad accounts. Where possible, you'll grant role-based access (e.g., admin or editor roles) rather than sharing passwords. You can revoke our access at any time, and we'll stop using any credentials when the Agreement ends. We aren't responsible for issues caused by platform outages, policy changes, or other people with access to your accounts.

11 CONFIDENTIALITY

Each party will keep the other's non-public business information (passwords, customer data, pricing, plans, unreleased products) confidential and use it only for this Agreement. This doesn't cover information that is public, already known, or required to be disclosed by law. This duty continues for 2 years after the Agreement ends, and indefinitely for login credentials and customer data.

12 TERM & TERMINATION

This Agreement starts on the Effective Date. One-time projects end when delivered and paid. Monthly plans renew month to month and either party may cancel with 30 days' written notice; the notice period is billed as normal and work continues through it. Either party may end the Agreement right away if the other seriously breaches it and doesn't fix the problem within 7 days of written notice. On termination, you pay for all work done to date, and we deliver paid-for work. Sections on payment, rights, AI disclosure, liability, IP, and confidentiality continue after termination.

13 REFERRAL PROGRAM

For each business you refer that becomes a paying Rogue Frame client, you get a \$50 credit toward your next invoice. Credits apply after the referred client's first payment clears, have no cash value, can't be transferred, and can stack across multiple referrals (up to the amount of the invoice). Rogue Frame may update or end the program with notice, and credits already earned will still be honored.

14 INDEPENDENT CONTRACTOR

Rogue Frame is an independent contractor, not your employee, partner, or agent. We control how, when, and where the work is done and may use trusted subcontractors (for example, editors), and we remain responsible for their work. Each party handles its own taxes, insurance, and benefits.

15 GOVERNING LAW

This Agreement is governed by the laws of the State of Hawaii. The parties will first try to resolve any dispute through good-faith discussion; if that fails, disputes will be heard in the state courts located in Honolulu, Hawaii (including small claims court where eligible).

16 ENTIRE AGREEMENT

This Agreement, including the package table and any written add-ons or invoices that reference it, is the entire agreement between the parties and replaces prior discussions. Changes must be in writing and accepted by both parties (email is fine). If any part is found unenforceable, the rest still applies. Neither party may assign this Agreement without the other's consent. Electronic signatures and signed copies are as valid as originals.

SIGNATURES By signing, both parties agree to the terms above.

ROGUE FRAME

Signature

Ahmed Nabigh

Printed name

Owner

Title

Date

CLIENT

Signature

Printed name

Title

Date