

Terms of Service

Introduction: Terms of Service for Otuso. Effective 02/02/2026. These Terms govern use of www.otuso.ca and our services.

Parties and Acceptance: Otuso (“we/us”) and users/clients (“you”). Using the site or services signifies acceptance.

Services: We provide digital marketing services: ads, SEO, content, social, email, analytics. Specific scope in written service agreements.

Client obligations: Provide accurate info, materials, approvals, and necessary access.

Fees, taxes, and payment terms: Fees per service agreement. Late fee: 2% per month.

Client pays applicable taxes. We may suspend services for unpaid invoices.

Changes in scope: Extra work billed at agreed/standard rates; written approval

required. **Intellectual Property:** Each party retains pre-existing IP. On full payment we grant Client a non-exclusive, perpetual license to deliverables. We may display non-confidential work in our portfolio; anonymize on request.

Confidentiality: Parties keep confidential information private except as required by law or already public.

Data protection & Privacy: We process personal data per our Privacy Policy. Client warrants lawful authority to supply data.

Data breach response: We maintain an incident response plan and will notify affected parties and regulators where required.

Email marketing: We comply with CASL: obtain consent, identify sender, provide unsubscribe honored within 10 business days. Client must supply lawful lists.

Records retention & deletion: Retention: client/accounting records —7 years; leads —while consent valid or up to 3 years; support —2 years. On request we will return or delete data unless legally required to retain.

Accessibility: We aim for WCAG 2.1 AA where practicable and provide an accessibility contact for feedback.

Payment processing & PCI-DSS: We do not store card data. We use PCI-DSS compliant processors where applicable. Do not send card numbers by email.

IP infringement & takedowns: Report alleged infringement to info@otuso.ca with required details; we will investigate and act.

User-generated content: Users grant a license to use submissions; prohibited content may be removed.

Recordkeeping & audits: We keep consent logs, billing records, breach logs and other records required for compliance. Available to Clients on request subject to confidentiality.

Warranties, indemnity & limitation of liability: Services provided with reasonable skill. Client indemnifies us for Client-provided content and misuse. Liability limited to fees paid in prior 12 months (subject to mandatory law).

Term, termination & effect: Term per service agreement. Termination for uncured material breach after 30 days. On termination, the client pays for work performed.

Force majeure applies. Ontario law governs. Contact: info@otuso.ca