NEKKO DIGITAL

SERVICE AGREEMENT · VERSION 1.2 · EFFECTIVE NOVEMBER 7, 2026

NEKKO DIGITAL PACKAGES SERVICE AGREEMENT

PROVIDER
Nekko Digital
Honolulu, Hawai‘i
nekkodigital.com

GOVERNING LAW
State of Hawaii
Venue: Honolulu

APPLIES TO
All Packages orders
accepted from November 7, 2026

THE SHORT VERSION · PLAIN-ENGLISH SUMMARY — THE FULL TERMS BELOW CONTROL

- You pick a package. You pay a flat monthly fee for 12 months, then month to month. On Essentials, the fee drops to $250 a month after the first 12 months.
- We build and run your site on our platform — or, on the Grow door, we work on the site you already own. Your content, logo, domain, and accounts are yours from day one.
- After 12 paid months, a site we built is yours outright.
- Want out early? Pay half of what's left on the term and walk away. Want out early and keep a site we built? Pay all of what's left and it's yours.
- If we drop the ball and don't fix it, you can leave with no fee — and we hand you the site.
- We don't promise rankings, traffic, or AI mentions. Nobody honestly can.

PARTIES, PACKAGE, AND ACCEPTANCE

01

This Agreement is between DEZCOOL LLC, a Hawaii limited liability company doing business as Nekko Digital ("Nekko," "we," "us"), and the business identified in the Order ("Client," "you").

1.1 ACCEPTANCE. You accept this Agreement by checking the acceptance box on the Nekko Digital Start page and completing checkout, or by signing an Order Form. Either has the same legal effect as a signature. The date you accept is the Effective Date.

1.2 THE ORDER. The Order records your Door (I need a website / My site looks dated / I want more customers), your Tier (Essentials, Plus, or Pro), your Monthly Fee, and your business location. The services included in your Tier and Door are

described in Schedule A — Package Scope, which is part of this Agreement. Nekko may update Schedule A for future clients; your Schedule A is fixed as of your Effective Date.

TERM

02

2.1 INITIAL TERM. This Agreement begins on the Effective Date and runs for twelve (12) months (the "Initial Term").

2.2 RENEWAL. After the Initial Term, this Agreement continues month to month until either party gives at least thirty (30) days' written notice of termination. Nekko will send a reminder at least 30 days before the Initial Term ends.

2.3 FEE CHANGES AFTER THE INITIAL TERM. Nekko may change the Monthly Fee after the Initial Term with at least 60 days' written notice, except that Nekko will not increase the Essentials Monthly Fee set in Section 3.1 while this Agreement continues month to month. You may terminate under Section 2.2 before any change takes effect.

FEES AND PAYMENT

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3.1 MONTHLY FEE. You pay the Monthly Fee in advance on the same calendar day each month, beginning on the Effective Date, by automatic card payment through Square. There is no setup fee. On the Essentials Tier, the Monthly Fee is $400 for each month of the Initial Term and $250 for each month after the Initial Term.

3.2 TAXES. Fees are exclusive of Hawaii General Excise Tax. GET at the applicable rate (currently 4.712% for Oahu) is added to each charge and passed through.

3.3 LATE PAYMENT. If a payment fails and is not resolved within ten (10) days of the due date, a late fee of $25 or 1.5% per month, whichever is greater, applies. If payment is more than fifteen (15) days late, Nekko may suspend services and take the site offline until the account is current. Suspension does not pause the term or the fees.

3.4 NON-REFUNDABLE. Except as expressly provided in Sections 8.3 and 8.4, fees are non-refundable.

WHAT WE DO; WHAT YOU DO

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4.1 OUR OBLIGATIONS. Nekko will deliver the services in Schedule A with reasonable skill and care, on the timelines in Schedule A, assuming timely cooperation from you.

4.2 YOUR OBLIGATIONS. Within seven (7) days of the Effective Date you will provide: your logo files, photos, business information, and administrative access to your domain, Google Business Profile, and any existing website or analytics accounts. Delays in providing these extend Nekko's timelines day for day. If you have not provided required materials within 30 days, billing continues and the Initial Term still runs from the Effective Date.

4.3 CONTENT ALLOWANCE. Monthly article allowances (Schedule A) are delivered each month you are current. Unused articles roll over for up to two (2) months and then expire. Nekko writes articles from your input and industry knowledge; you review and approve before publication and are responsible for the accuracy of factual claims about your business.

4.4 CHANGES AND ADDITIONS. Work outside Schedule A — pages beyond your Tier cap, additional locations, custom features, or anything listed in Section 10 — is not included. Nekko will quote it separately or refer you to a custom Engagement.

4.5 APPROVALS. You will review deliverables within five (5) business days of delivery. Deliverables not rejected in writing within that window are deemed approved.

OWNERSHIP AND LICENSE

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5.1 YOURS FROM DAY ONE. You own, and always will own:

- all content you provide (text, images, logo, brand assets);
- all content Nekko writes for you under this Agreement, once you have paid the Monthly Fee for the month in which it was delivered;
- your domain name, which must be registered in your name — Nekko will never register your domain in Nekko's name;
- your Google Business Profile, Google Search Console, Google Analytics, and other third-party accounts, on which Nekko is added only as a manager or delegate.

5.2 NEKKO'S FROM DAY ONE. Nekko owns, and always will own, the Nekko template — the site framework, code, components, design system, tooling, and methodology used to build and operate the site — and any improvements to the template made while working on your site.

5.3 THE SITE DURING THE INITIAL TERM. The "Site" means the specific website Nekko builds for you — the template as configured for your business, plus your content. During the Initial Term, Nekko owns the Site and grants you a non-exclusive, non-transferable license to use it for your business, hosted on Nekko's platform, for as long as you are current on fees.

5.4 OWNERSHIP TRANSFER AT TWELVE MONTHS. Upon your payment of the twelfth (12th) Monthly Fee, ownership of the Site transfers to you automatically, and Nekko grants you a perpetual, royalty-free license to the Nekko template code as embedded in your Site, for use on that Site. You may host it anywhere, modify it, or have anyone else work on it. You may not extract the template to build other sites or resell it.

5.5 DELIVERY ON TRANSFER. Within fifteen (15) days after ownership transfers (or after any termination that includes transfer under Section 8), Nekko will provide a complete, deployable export of the Site — all source files and assets — and will cooperate reasonably with moving the Site to hosting of your choice. If you continue month to month, the Site stays where it is and Nekko continues providing Schedule A services.

5.6 THIRD-PARTY COMPONENTS. Fonts, plugins, and libraries in the Site are subject to their own licenses, which Nekko will identify on request. Nekko uses only components whose licenses permit transfer to you.

5.7 THE GROW DOOR. On the "I want more customers" (Grow) door, Nekko does not build a Site; Nekko works on the website you already own. You own that website throughout, Sections 5.3 through 5.5 do not apply, and everything Nekko creates for it is yours under Section 5.1.

HOSTING AND PLATFORM

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6.1 Where Nekko hosts the Site (the Create and Refresh doors, or the Grow door by arrangement), Nekko will make commercially reasonable efforts to keep the Site available and to maintain backups, security updates, and SSL.

6.2 Nekko is not liable for outages caused by third-party providers, the domain registrar, DNS, or events outside Nekko's reasonable control. No uptime percentage is guaranteed.

6.3 If you move the Site off Nekko's platform after ownership transfers, hosting, backups, and security become your responsibility unless you continue on a Nekko plan.

NO GUARANTEES

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Nekko delivers work, not outcomes. Nekko does not guarantee search rankings, Google Maps placement, website traffic, leads, calls, bookings, revenue, or that your business will be mentioned, cited, or recommended by any AI assistant. Search engines and AI platforms change how they work without notice, and their results are outside anyone's control. Any figures in Nekko's marketing are illustrations of past work, not promises.

TERMINATION

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8.1 BY YOU, FOR CONVENIENCE, DURING THE INITIAL TERM — WALK AWAY. You may terminate at any time on written notice by paying an Early Termination Fee equal to fifty percent (50%) of the Monthly Fees remaining in the Initial Term, with a minimum of two (2) Monthly Fees. On payment, this Agreement ends and any Site license ends; where Nekko hosts the Site, Nekko will take it offline after 30 days. You keep everything in Section 5.1. You do not receive a Nekko-built Site.

8.2 BY YOU, FOR CONVENIENCE, DURING THE INITIAL TERM — BUYOUT. On the Create and Refresh doors, you may instead terminate and keep the Site by paying a Buyout Price equal to one hundred percent (100%) of the Monthly Fees remaining in the Initial Term. On payment, ownership of the Site transfers to you exactly as in Section 5.4, and Nekko delivers it under Section 5.5. There is no buyout on the Grow door, because there is no Nekko-built Site to transfer; only Section 8.1 applies.

Plain English: leave early and pay half of what's left; leave early and take the site we built, pay all of it.

8.3 BY YOU, FOR NEKKO'S BREACH. If Nekko materially fails to perform and does not cure within fifteen (15) days after your written notice, you may terminate immediately. No Early Termination Fee or Buyout Price applies, Nekko refunds any prepaid fees for services not delivered, and ownership of any Nekko-built Site transfers to you under Sections 5.4 and 5.5 regardless of how many months you have paid.

8.4 BY NEKKO, FOR CONVENIENCE. Nekko may terminate on thirty (30) days' written notice. If Nekko does so during the Initial Term, no fee applies to you, Nekko refunds any prepaid fees for services not delivered, and ownership of any Nekko-built Site transfers to you under Sections 5.4 and 5.5 regardless of how many months you have paid.

8.5 BY NEKKO, FOR YOUR BREACH. If you fail to pay within 15 days of the due date, or otherwise materially breach and fail to cure within 15 days of notice, Nekko may terminate. The Early Termination Fee in Section 8.1 applies, and any Site license ends.

8.6 AFTER THE INITIAL TERM. Either party may terminate on 30 days' notice with no fee. Because ownership has already transferred, Nekko delivers the Site under Section 5.5 if you are leaving the platform.

8.7 REASONABLE ESTIMATE. The parties agree that the Early Termination Fee and Buyout Price are reasonable estimates of Nekko's costs and lost value from early termination — Nekko performs the heaviest work up front and recovers that cost across the Initial Term — and are not penalties.

PORTFOLIO AND CREDIT

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Nekko may display the Site and describe the work in its portfolio, case studies, and marketing, and may include a small "Site by Nekko Digital" credit link in the Site footer. You may opt out of either by written notice at any time, and Nekko will comply within 15 days for future materials.

WHAT THIS AGREEMENT DOES NOT INCLUDE

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Logo or brand design, photography, video, print, and paid advertising are not provided by Nekko under this agreement. Paid advertising is a separate service with its own fee and its own agreement. E-commerce, multiple locations, custom features and integrations, and from-scratch design are not included in Packages and are available only as a separately quoted Engagement.

CONFIDENTIALITY

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Each party will keep the other's non-public business information confidential and use it only to perform this Agreement, except as required by law. This obligation survives termination for two (2) years.

LIMITATION OF LIABILITY

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12.1 Nekko's total liability under this Agreement is limited to the fees you paid in the twelve (12) months before the claim arose.

12.2 Neither party is liable for indirect, incidental, consequential, or lost-profit damages, even if advised of their possibility.

12.3 Nothing in this Section limits liability for a party's fraud, willful misconduct, or breach of Section 5 (Ownership).

GENERAL

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13.1 GOVERNING LAW AND VENUE. Hawaii law governs. Any dispute will be brought in the state or federal courts located in Honolulu, Hawaii, and the parties consent to that jurisdiction.

13.2 ATTORNEYS' FEES. In any action to enforce this Agreement, the prevailing party may recover reasonable attorneys' fees and costs.

13.3 ASSIGNMENT. You may not assign this Agreement without Nekko's written consent, except to a buyer of your business who assumes it in writing. Nekko may assign to a successor of its business.

13.4 NOTICES. Written notices go to the email addresses on the Order and are effective when sent, with a copy by mail for termination notices.

13.5 ENTIRE AGREEMENT. This Agreement, the Order, and Schedule A are the entire agreement and replace all prior discussions. Changes must be in writing and accepted by both parties.

13.6 SEVERABILITY; WAIVER. If any provision is unenforceable, the rest remains in effect. A party's failure to enforce a provision is not a waiver.

13.7 ELECTRONIC ACCEPTANCE. Checking the acceptance box on the Start page and completing checkout constitutes your electronic signature and acceptance of this Agreement. This Agreement may also be signed electronically and in counterparts. Nekko keeps a record of each acceptance (date, time, agreement version, and the Order details).

SCHEDULE A — PACKAGE SCOPE

A

Schedule A is completed from the Nekko Digital Packages Specification for the Door and Tier on your Order, and states at minimum:

- Door and Tier
- Monthly Fee (for Essentials, both the Initial Term fee and the fee after the Initial Term)
- Page cap (Essentials up to 5 · Plus up to 8 · Pro up to 12)
- Content allowance (Create: 1 article/month after launch · Refresh: 1/month · Grow: 2/month; Plus and Pro only)
- Directory listings count
- Google Business Profile posting frequency
- Competitor research frequency
- Support response time
- Call, quote-request and booking tracking (Google Analytics 4 and Google Business Profile), reported monthly (all tiers)
- Booking button wired to the Client's existing scheduler, and a review-request link and QR card (Plus and Pro)
- Build timeline (Create: live in 3–4 weeks · Refresh: 4–5 weeks · Grow: working within 1 week)

Universal terms applying to every Package: 12-month minimum term; Essentials drops to $250/month after the Initial Term; ownership of a Nekko-built Site transfers after 12 paid months; client provides logo, photos, and access within 7 days; one location per Package; organic visibility only — no paid advertising.

ORDER RECORD

B

Completed automatically from the Start page acceptance, or filled in and signed below when an Order Form is used instead.

CLIENT LEGAL NAME	
BUSINESS ADDRESS (ONE LOCATION)	
AUTHORIZED PERSON	
EMAIL FOR NOTICES	
DOOR	☐ I need a website ☐ My site looks dated ☐ I want more customers
TIER	☐ Essentials $400/mo (then $250/mo) ☐ Plus $700/mo ☐ Pro $950/mo
MONTHLY FEE (BEFORE GET) · ESSENTIALS AFTER TERM: $250	$
EFFECTIVE DATE	
INITIAL TERM ENDS	
DOMAIN NAME (REGISTERED IN CLIENT'S NAME)	
AGREEMENT VERSION ACCEPTED	v1.2 — nekkodigital.com/packages/terms/
ACCEPTANCE METHOD	☐ Start page checkbox + Square checkout ☐ Signed Order Form
ACCEPTANCE DATE / TIME	

SIGNATURES · WHEN AN ORDER FORM IS USED

CLIENT SIGNATURE	DATE	NEKKO DIGITAL	DATE